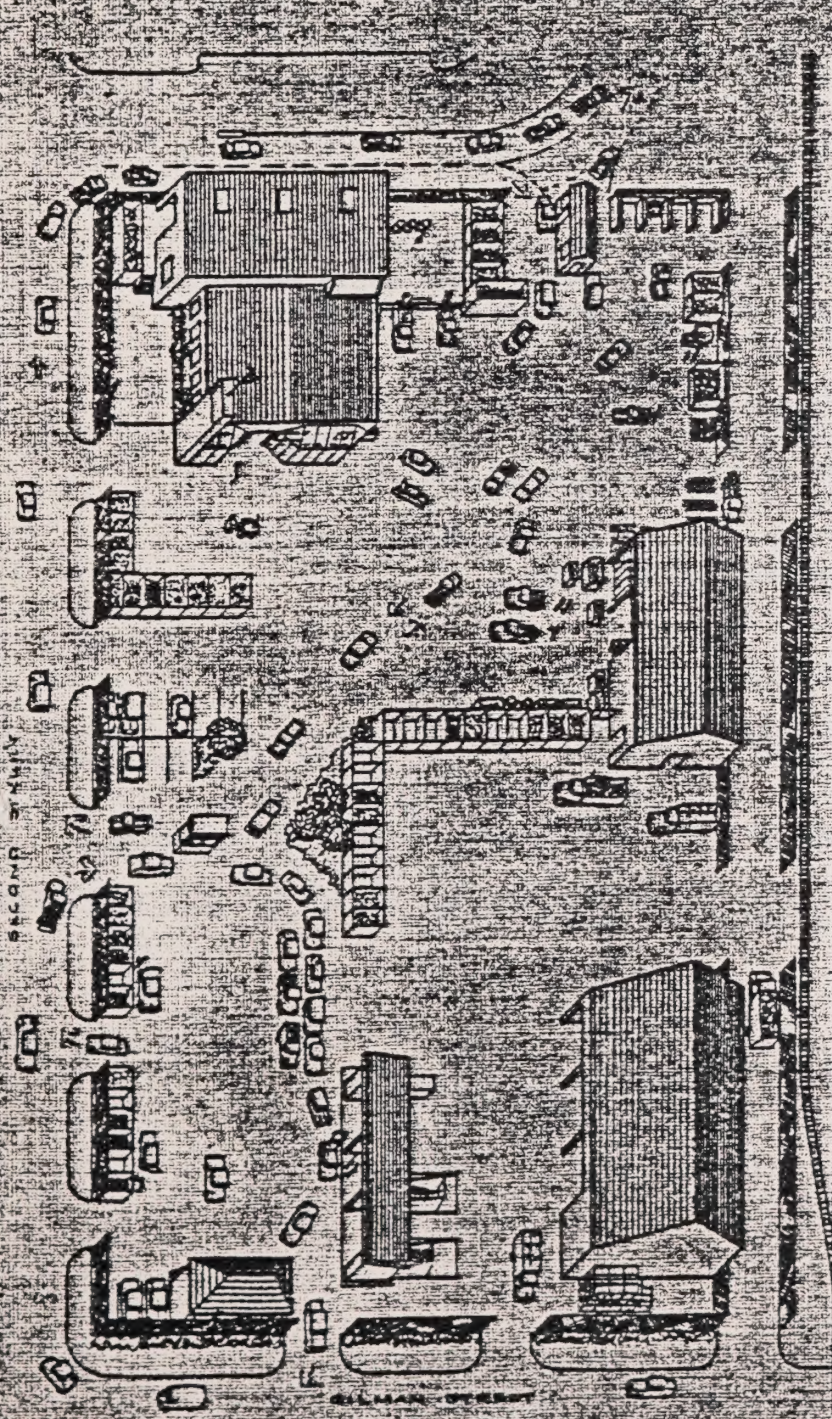


62-00325

A PROPOSAL FOR SALVAGE AND RECYCLING OPERATIONS AT THE BERKELEY SOLID WASTE MANAGEMENT CENTER



SUBMITTED BY:
**BERKELEY
RECYCLING
GROUP**

COMMUNITY
CONSERVATION
CENTERS, INC.

ECOLOGY CENTER, INC.
URBAN ORE, INC.

16 MAY 1983

The Berkeley Recycling Group
669 Gilman Street
Berkeley, CA 94710

23 May 1983

Department of Public Works
City of Berkeley
2180 Milvia St--4th Floor
Berkeley, CA 94704

The Berkeley Recycling Group hereby submits this proposal for salvage and recycling operations at the Berkeley Solid Waste Management Center and agrees to satisfy all the requirements and conditions set forth in the City's request for proposals.

BRG believes that acceptance of this proposal will be a significant forward step toward making salvaging and recycling an integral part of the City's solid waste management system.

BRG looks forward to working with the City to develop the best possible programs at the Second and Gilman site.

Sincerely,

Steve Drobinsky, Pres. Urban Ore, Inc.
Katherine S. Evans, Ecology Center
Sara MacKusick, CCC/Envylack

For the Berkeley Recycling Group

~~86-00306~~

TD 794

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1983

IGSL

100% Recycled Paper

INTRODUCING THE BERKELEY RECYCLING GROUP

The Berkeley Recycling Group is pleased to submit this proposal to conduct recycling and salvage operations at the City of Berkeley's Solid Waste Management Center. The goal of the Berkeley Recycling Group is to develop an efficient, stable, and well coordinated waste handling system at the Second and Gilman site capable of salvaging and recycling a steadily increasing portion of Berkeley's solid waste stream. Development of such a system is necessary if Berkeley is to attain its goal of recycling 50% or more of its waste.

BRG consists of three organizations with extensive experience in recycling and salvage. The Ecology Center, Inc., has operated a monthly curbside collection system for recyclables the past ten years in Berkeley. The Community Conservation Centers, Inc., have operated drop-off centers for recyclables in Berkeley the past ten years and a buy-back center for recyclables since last September. Urban Ore, Inc., developed the salvage system now used at the City-owned landfill and has sold salvaged goods and materials through several retail outlets. Urban Ore also operates Berkeley's plant debris composting program at the landfill under City contract.

The Berkeley Recycling Group was created by these three organizations to facilitate cooperation and coordination not only among themselves but with the plans and goals of the City. Under the BRG proposal, revenues from one area will help offset expenses in others, and disposal fees collected by the City will help put salvage and recycling on equal footing with other waste disposal methods like landfilling. BRG believes development of this kind of unified operation and financing system will be a significant forward step toward a comprehensive waste management program in Berkeley.

BRG is governed by a joint venture agreement, a copy of which is included as Appendix I. The BRG Board will have responsibility for determining and coordinating overall site operations and for all financial and contractual arrangements with the City pertaining to the site. Day-to-day recycling and salvaging activities will be the responsibility of each program manager.

KEY POINTS OF THE PROPOSAL

1. BRG will conduct all the salvaging and recycling programs requested by the City--curbside collection, drop-off, buy-back, and materials salvaging--under a 5-year contract, with terms subject to annual renegotiation.
2. Operations will begin on or before July 1, 1983.
3. BRG will charge the City a fixed disposal fee and a variable disposal fee for these services. The fixed disposal fee will be \$261,292 per year and cover fixed lease and loan payments made by BRG to the City. The variable disposal fee proposed for the first year is \$15 per ton for materials handled by the buy-back, drop-off, and salvage operations and \$25 per ton for materials handled by the curbside operation.
4. The maximum recycling and salvage rate to be reached during the first year of the contract will be about 700 tons per month, or 5 percent of Berkeley's total waste stream flow--300 tons through the buy-back and drop-off, 250 tons through the curbside, and 150 tons through the salvage program.
5. BRG's short-term goal is to develop--in cooperation with the City--a Second and Gilman operation that salvages and recycles more than 2,400 tons per month, or 20% of the total waste stream. Attainment of this goal would place the City in good position to reach--with the help of other recycling, salvaging, and composting programs--Berkeley's overall 50% recycling goal.

PART I. SITE LAYOUT, TRAFFIC FLOW, FACILITIES, & EQUIPMENT

I.A. Site Layout

The recycling and salvage site at the Solid Waste Management Center runs 430 feet along Second Street, between Gilman Street and the transfer station. It is 240 feet deep. The southern 175 feet of this area is now used for the Ecology Center's curbside collection program and CCC's buy-back and drop-off center. The northern 255 feet is the former Airco property, reserved for salvage activities.

In BRG's proposed design, shown in Figure 1, the whole space will be used as efficiently as possible without regard for arbitrary boundaries within the site. Buy-back facilities will remain in their present location; the drop-off area will move slightly south to a position along Second Street; and the curbside program will expand into the southeast corner of the Airco property, using a portion of the Soule building. The remainder of the Airco site will be used by Urban Ore for salvage activities. Precise boundaries will be flexible and adaptable, delineated by signs, movable barriers, and bins.

I.B. Traffic Flow

The site traffic plan has been designed for smooth flow, easy transitions, and the avoidance of lines and bottlenecks. The various receiving areas will be clearly marked by signs and arranged in a simple and natural system that haulers will find easy to learn and use. Speed and convenience are very important to potential users of the recycling and salvage areas, according to the City's current waste stream composition and attitude study.

Curbside collection trucks will enter and exit the site from Gilman Street. Within the site, they will be kept separate from public traffic, using the areas just north and east of the buy-back area.

The buy-back and drop-off programs will average about 100 vehicles per day, with the heaviest traffic on Wednesdays and Saturdays. Vehicles will enter the site from Second Street or the salvage area and exit onto Gilman, onto Second, or into the salvage area. Within the site, traffic will be confined to the area south and west of the curbside area.

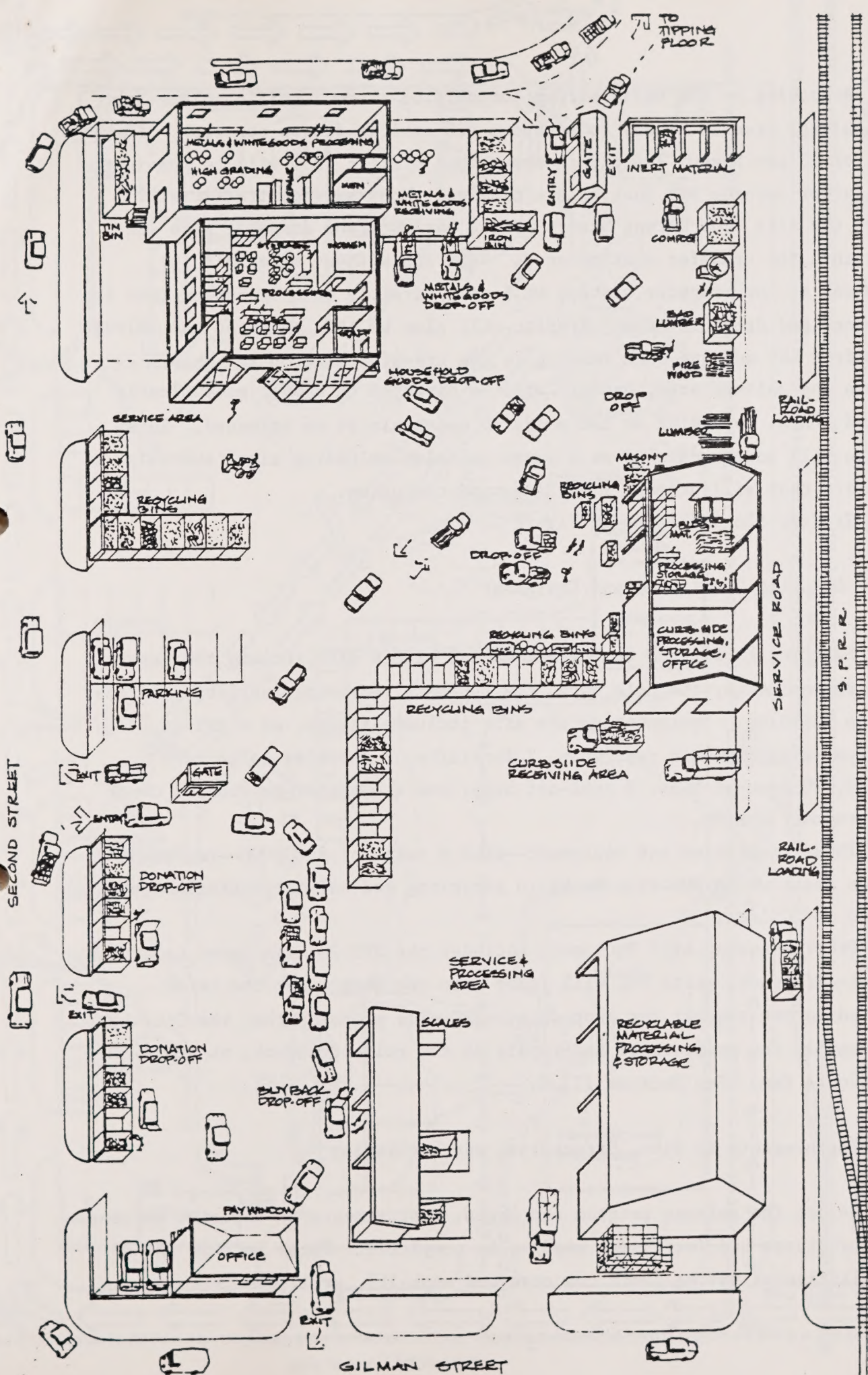


Figure 1

BERKELEY RECYCLING GROUP
 SECOND & GILMAN STREETS
 BERKELEY CALIFORNIA

AXONOMETRIC
 SCALE: 1" = 50'
 0 5' 10' 20' 30' 40' 50'

↑
 NORTH

16 MAY 1983

MARK GORRELL
 ARCHITECT

According to the waste stream composition study, traffic volume for the salvage area is likely to be about 825 vehicle visits per week, 118 per day, or 13 per hour. Experience shows that traffic flow will be heaviest just after opening and just before closing. Most salvage traffic will enter the site from Second Street or the buy-back and drop-off area and exit into the transfer station area. Vehicles without materials for disposal at the transfer station will exit directly onto Second or into the buy-back and drop-off area. Traffic will also be able to enter the salvage area from the queuing road leading to the transfer station fee gate. Within the salvage area, haulers will be directed to one or more clearly marked zones, depending on the goods or materials to be unloaded. This design will accommodate up to a dozen vehicles unloading simultaneously, a capacity that will prevent long lines and confusion.

Traffic flow is shown in Figure 2.

I.C. Existing Facilities and Equipment

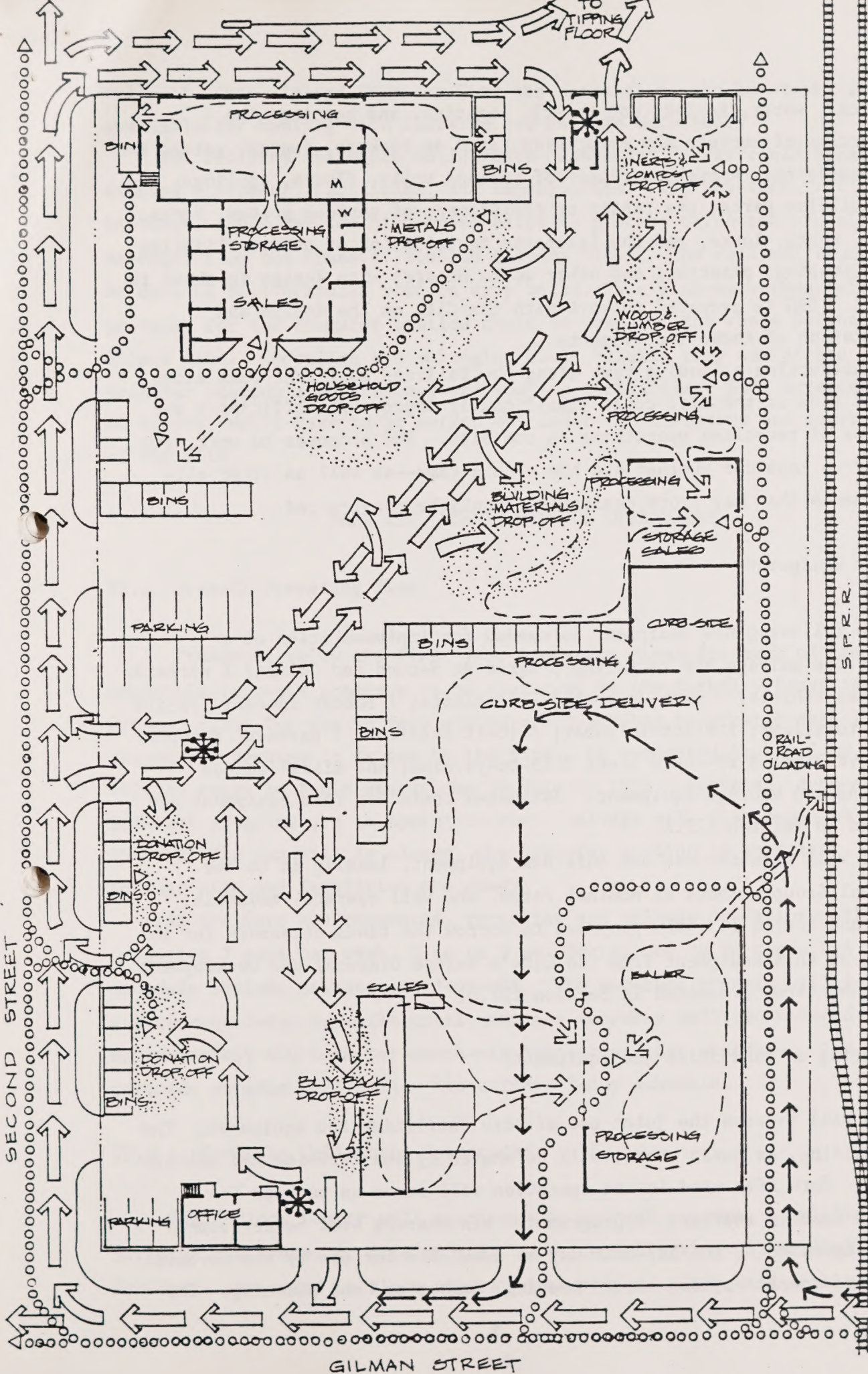
Existing facilities on the Second and Gilman site include the general site improvements, the pole barn, the buy-back receiving facility, and the office building. Equipment on the site includes scales, an aluminum conveyer with magnetic separator, 2 forklifts, 3 curbside collection trucks, 80 3-cu-yd bins, 5 roll-off bins, and a computer-controlled check disbursement system.

These facilities and equipment--with a value of \$400,000--represent a unique asset which BRG will bring to recycling and salvage operations at Second and Gilman.

Other existing site equipment includes the HRB-2S high speed baler and a roll-off truck, which BRG will lease from the City under the terms offered in the request for proposals. BRG also proposes that the City be responsible for maintenance and repair of the roll-off truck, at an additional fee. See Section III.C.

I.D. Improvements to Site, Structures, and Facilities

Before the salvage program can begin, improvements to the site and to its structures and facilities need to be completed. These include the installation of paving (both concrete and asphalt), utilities (such as gas,



- LEGEND:
- PUBLIC VEHICLE TRAFFIC
 - PROCESSED MATERIAL COLLECTION
 - CURB-SIDE PICK-UP DELIVERY TRAFFIC
 - INTERNAL MATERIAL MOVEMENT
 - PUBLIC DROP OFF AREA
 - VEHICLE CONTROL POINT (GATE, INFORMATION, PAY WINDOW, ETC.)

Figure 2

BERKELEY RECYCLING GROUP
 SECOND & GILMAN STREETS
 BERKELEY CALIFORNIA

TRAFFIC PLAN
 SCALE: 1" = 50'
 0' 10' 20' 30' 40'

16 MAY 1983

MARK GORELL ARCHITECT

electrical, water, toilet, and sewer), lighting, and heating; the construction of certain new structures (such as bunkers, fences, gates, and gatehouses); the removal or repair of various walls, floors, ceilings, and other building parts; the repair or replacement of various grates, vents, windows, doors, locks, and the like; the installation of outdoor lighting and landscaping; painting; and other work. General site design is shown in Figure 1. BRG is prepared to work with the City on the design and specification of these improvements.

Constructing a loading ramp along the railroad spur that runs along the east side of the site could significantly improve the efficiency and economics of recycling operations on the site. BRG proposes to work with the City to consider whether and how such a ramp--as well as other site improvements that may prove desirable--should be constructed.

I.E. New Equipment

The following new equipment is needed for implementation of a full-service salvage and recycling program at Second and Gilman: 1 curbside collection vehicle; 1 pick-up truck; 2 forklifts; 1 Bobcat loader; 1 scale printer-totalizer; 1 electric shear; 6 10-ft trailers; 1 pavement sweeper; 60 3-cu-yd bins; 3 20-cu-yd bins; 5 15-cu-yd bins; and miscellaneous processing and storage equipment. Estimated costs for this equipment are presented in Section III.A.

BRG will purchase and own this new equipment, leasing it to the individual Group members at nominal rates, who will operate, maintain, repair, and insure it. BRG proposes to borrow the funds necessary for the purchase of this equipment from the City's Refuse Disposal and Development Fund, under terms presented in Section III.C.

I.F. Sharing of Facilities and Equipment

BRG will oversee the joint use of both facilities and equipment. The Soule building, as noted above, will be shared by the curbside and salvage programs. Forklifts used in one operation will serve as backups for forklifts used in another. A program for bin sharing will be developed. A computer operated by the buy-back may be available for use by the curbside and salvage operators, for record keeping, marketing, and planning. The

roll-off truck, leased from the City and operated by the buy-back, will be available for hauling both curbside and salvage materials.

BRG believes the whole Solid Waste Management Center could benefit by sharing equipment, facilities, and capabilities. The buy-back, for instance, could use the high-speed baler to process cardboard and aluminum salvaged from the transfer station tipping floor. The roll-off truck could be used to haul transfer station drop boxes. The ride-on sweeper already procured for the transfer station could be used for the whole Second and Gilman site. Recycling and salvaging could benefit from use of the transfer station's maintenance and fueling facilities. Such arrangements, of course, would have to be worked out under the direction and supervision of the City.

PART II. DESCRIPTION OF OPERATIONS

II.A. Overall Operating Plan

Presented below are first-year operating plans for each of the materials recovery programs to be conducted by the Berkeley Recycling Group. Plans for the salvage system are described in greater detail than the others because it is new to the site. As requested by the City, BRG will be ready to begin operations by July 1, 1983. Curbside, drop-off, and buy-back programs are in operation now. Salvage will also begin by July 1, 1983, if the landfill is closed, the transfer station is operating, and the salvage site and facilities are ready.

As the City has requested, recycling and salvage operations will be conducted 7 days per week, 8 am to 5 pm. Operations to be conducted on this schedule include salvage and drop-off. The buy-back program will follow its current 5-day schedule until tonnages increase sufficiently--to approximately 400 tons per month--to support a 7-day schedule. The curbside program will follow its current 5-day schedule.

II.A.1. Curbside Collection Operations

The Ecology Center will continue its current program, available to all Berkeley residents, of free monthly curbside collection of recyclables. Residents are asked to place separated newspaper, glass, and metals at the

curb on an appointed day one morning each month. Curbside crews then travel each block of the day's route collecting these materials. At each stop on the route, the materials are checked for contaminants and further separated. Magazines and cardboard, for instance, are removed from newspaper; reusable wine bottles and deposit bottles are separated from the remaining glass; and metals are separated into tin, bi-metal, and aluminum cans, foil, and aluminum scrap. The separated materials are loaded into separate containers on the collection truck.

On route completion, collection trucks return to the Second and Gilman site for off-loading of materials. While the truck is prepared for the next day's routes, wine bottles are sorted and stored for shipment to Encore, the operator of the wine bottle recycling program. Glass is dumped into a drop box for eventual delivery, when full, to a glass container plant. Delivery is performed by the City-owned roll-off truck. Newspaper is either weighed and sold to the buy-back program for baling and eventual sale or dumped into a drop box supplied by a paper broker. Aluminum and bi-metal are dumped into bins and sold to the buy-back.

Currently, the curbside program operates at capacity and collects about 210 tons of recyclables per month, using 3 collection trucks travelling 53 routes. One new truck and crew will be added as soon as possible under this proposal, allowing expansion to about 280 tons per month. Average tonnage for the first year is estimated at 250.

Personnel employed by the curbside program will consist of the manager and 10 to 12 part-time collection workers. Total employment will be equivalent to 6-1/2 full-time positions.

II.A.2. Buy-Back and Drop-Off Operations

The Community Conservation Centers will continue its current programs for the acceptance and purchase of recyclable materials brought to the Second and Gilman site.

The drop-off area is designed to receive glass, wine bottles, cardboard, newsprint, mixed paper and magazines, aluminum cans, scrap metal, tin cans, and oil. This area is expected to recycle about 75 tons per month during the first year of the contract.

The buy-back purchases separated glass, aluminum, cardboard, and newsprint. It receives aluminum cans through a conveyer and magnetic

separator, weighing all materials on electronic scales. Payments to customers are made through a computer-controlled check writing system. The buy-back is expected to purchase about 225 tons per month during the first year.

Glass is collected and stored in separated bins for resale to the glass industry. Wine bottles are recycled unbroken for use in the California wine industry through the Encore program. Tin cans and scrap metal are collected and shipped unbaled to metal recyclers. Oil is collected in 55-gallon drums for collection by used oil brokers.

The high speed baler is used for compacting aluminum cans, aluminum foil, bimetal cans, newspaper, mixed paper, and cardboard. Baled materials are easier to handle, store, and transport and command higher prices in the marketplace.

BRG will continue the current practice of coordinating drop-off and buy-back programs at Second and Gilman with CCC's drop-off program at Dwight and Grove. All Dwight and Grove materials will be sold to the buy-back for processing and marketing. This arrangement with Dwight and Grove will help the buy-back by helping to cover such expenses as those for the roll-off truck.

Personnel employed in the drop-off and buy-back programs will consist of the site manager, the part-time program manager, the part-time accountant, the paymaster/office-manager, the weighmaster, the baler operator, the baler assistant, 3 recycling-aides, and the driver for the roll-off truck.

II.A.3. Salvage Operations

Urban Ore will conduct a new program for receiving, processing, and marketing salvagable goods and materials that would otherwise be lost to landfilling through the transfer station. This program has been designed using Urban Ore's three years' experience running the salvage, drop-off, and sales operations at the Berkeley landfill and using data and projections from the City's waste stream composition and attitude study currently underway.

Urban Ore currently salvages metals, household goods, building materials (including wood), and compostable organics. The design proposed for the salvage area will allow the collection of all these fractions and one more--inerts. They will be received in five designated zones, prominently identified by signs and arranged as shown in Figure 3. These five categories and their arrangement on the site were chosen after considerable study of loads and materials and the behavior and attitudes of disposers. The waste stream study, for instance, estimates that 35% of

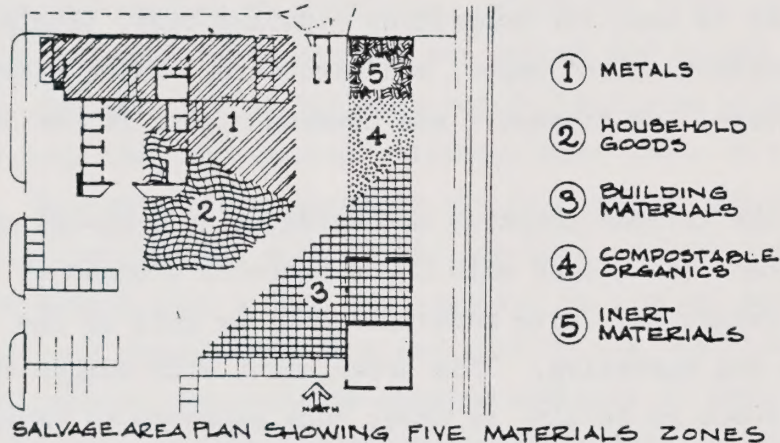


Figure 3

the loads bound for the transfer station will use the salvage program, that these loads are likely to contain no more than three kinds of materials, and that these kinds are likely to be related in predictable ways.

Two of the five categories of materials will be received to the west of the traffic lane, and the other three to the east. The two to the west, at the Airco building, will be metals and household goods. They tend to arrive together, since major and minor appliances are the largest contributors to the volume of metals. The three zones to the east of the lane will be for building materials, compostable organics, and inerts. These materials also tend to arrive together, since building materials often include wood and wood is the most frequent contaminant in compost loads. Inerts usually arrive either alone or with building materials or organics.

After receiving, the first step will be to decide whether the item is to be sold for reuse or processed for recycling into something new. Reuse is preferable, on both environmental and economic grounds, but many goods and materials are unsuitable for reuse and can only be recycled. Materials

designated for reuse will be sold on site or stored for transport to off-site retail facilities. Materials designated for recycling will be sorted and stored for delivery to brokers or processors.

The five different kinds of materials will be processed in the following ways:

The metals fraction contains three main subgroups—appliances, or white goods; ferrous metals; and nonferrous metals. Appliances will be tested, repaired, and sold or parted out and scrapped. Ferrous and nonferrous metals will be "highgraded"—that is, processed to increase value. Plastic gaskets and steel fasteners, for example, will be removed from aluminum window frames, increasing the value of the aluminum three to five times. The electric shear to be installed in the Airco building will be used in this highgrading process as well as for cutting scrap into pieces for denser packing into drop boxes. Ferrous, brass, copper, and lead will be sorted and marketed by grades, and some aluminum will be sold to the buy-back.

Household goods generally require little processing. Some may receive minor repairs, but most will be sold as is.

Some building materials require such minor processing as the removal of hardware from doors and plumbing fixtures, nails from lumber, and old glass from damaged windows. A system of storage racks and trailers will be used for the efficient sorting, storage, sale, and transport of these materials.

Clean plant debris arriving on mixed loads will be unloaded in a designated area just north of the building materials. Any necessary size reduction will be carried out by hand. The Bobcat loader equipped with a grapple will load it into bins or trucks for transfer to the compost site.

The small amounts of uncontaminated inerts accepted--such as soil, sand, rock, brick, plaster, and mortar fragments--will be unloaded into one of several bunkers built for the purpose. Little or no on-site processing will be required. When sufficient quantities of a material have accumulated, the Bobcat equipped with a bucket will load it into bins or trucks for transfer to the compost site, where it will be sold as is or incorporated into compost.

II.B. Management

The BRG Board of Directors will be responsible for site management and the coordination of joint activities. It will also be responsible for all contractual and financial arrangements with the City. To fulfill these responsibilities, the Board will hold regular policy and planning meetings, designate a person to represent BRG before the City and other groups, and establish a management system. Included in the management system will be procedures for developing and directing joint receiving, processing, marketing, publicity, and maintenance strategies. Also included will be regular planning meetings for those involved in day-to-day site activities. As experience accumulates, and as needs and opportunities become clearer, BRG may hire a single site manager. In all its activities, BRG hopes to work closely with the City's new recycling coordinator.

Day-to-day management of the programs will be the responsibility of the individual BRG members. Management personnel will be as follows:

Manager of the curbside program will be Kathy Evans, of the Ecology Center. Ms. Evans has managed the Ecology Center curbside program since 1975. She has extensive experience in all phases of the curbside program, including budgeting, personnel, maintenance, collection, processing, and marketing.

Ms. Evans will also continue as site manager for the drop-off and buy-back programs, with responsibility for materials receiving and processing. Sarah MacKusick will continue to act as program director, a position she has held for the past two years. Ms. MacKusick was responsible for implementation of the State grant that made the Second and Gilman recycling center possible. She will continue to have responsibility for planning, finance, and personnel.

Manager of the salvage program will be Steve Drobinsky, President of Urban Ore, Inc. Mr. Drobinsky participated in the design and development of Urban Ore's salvaging, processing, and sales programs at the landfill and has managed them for the past three years. His responsibilities have included budgeting, personnel, and salvaging and sales operations. Assistant Manager of the salvage program will be Shelly Hendrick, who has held this position at the landfill for the past year.

II.C. Coordination with the Transfer Station and Compost Program

Since it is the goal of the City to reduce the amount of waste disposed of through landfilling and to increase the amount disposed of through salvaging and recycling, it is important to direct and encourage potential users of the transfer station to use the salvage and recycling areas first—to the maximum extent possible—before proceeding to the transfer station. This direction and encouragement should be offered in the following ways.

II.C.1. Transfer Station Policies

First, and most important, vehicles arriving at the transfer station with essentially pure loads of recyclables, compostables, or salvagables should be refused—and redirected to the appropriate facility. Second, the operator of the transfer station should be requested to inform haulers of salvage and recycling options. Employees at the fee gate and in the tipping area should be ready to suggest immediate or future use of the recycling and salvage areas and suggest ways of loading vehicles to allow easier separation of recyclables. Employees of BRG members should be allowed to make suggestions and assist in the direction of Solid Waste Management Center traffic to the same effect.

To make this strategy feasible, it might be necessary to release the transfer station operator from strict adherence to the 2% recycling commitment, so long as the effect is to increase the total quantity of waste recycled or salvaged and to decrease the quantity landfilled.

II.C.2. Signs

The City should make sure that a clear system of signs is installed to direct each vehicle entering the Solid Waste Management Center to the appropriate portions of the facility depending on its load.

II.C.3. Handling of Mixed Loads

The salvage operator should be permitted to accept—for a fee—small amounts of plant debris, inerts, and trash on the same loads as salvagables

and recyclables. After separation, the trash so collected will be delivered to the transfer station for disposal at regular rates, and the plant debris will be delivered to the compost facility, again at regular rates. Inerts will be sold on site or delivered to the compost site for sale or incorporation into compost.

Permitting the salvage program to accept such materials will not only decrease quantities landfilled but also increase transfer station efficiency, since brush is difficult to compact, thus increasing hauling costs, and inert materials are dense, thus increasing landfill tipping fees.

II.D. Financial Incentives

II.D.1. Low Minimum Fee at Transfer Station

So far as possible, each load received at the transfer station should be charged in proportion to measured weight or estimated volume. While a minimum charge may be necessary, it should be set very low. The crucial effect of this policy is that it will allow almost all users of the facility--even those with relatively small loads--to reduce their disposal fees by disposing of everything possible first in the recycling and salvage areas.

II.D.2. Recycling Chits

BRG believes that this low-minimum-fee policy at the transfer station gate will eliminate the need for a system in which users of the recycling and salvage areas would receive chits good for discounts off their transfer station fees. BRG will therefore forego design and implementation of such a chit system--with its complexities and arbitrariness--unless experience at the Solid Waste Management Center indicates its possible value.

The salvage operation may institute another kind of chit system, in which those who leave salvagable goods will receive coupons good for discounts at the salvage program's retail operations.

II.D.3. Buy-Back Checks

As an incentive for users of the transfer station to use the buy-back program, BRG proposes that buy-back checks be honored at the transfer station fee gate for payment of tipping fees, with any difference either way paid in cash.

II.E. Marketing

A successful marketing strategy is crucial to the success of any salvage and recycling operation. Development of such a strategy will be promoted by the ability of BRG to coordinate and combine marketing of all of its members to increase marketing leverage.

Marketing of recyclables--metals, paper, glass, and so on--will use relationships established and experience developed by each member of the Berkeley Recycling Group. Aluminum cans, cardboard, and paper received through the recycling and salvage operations--as well as other materials--will be marketed through the buy-back operation. As noted in Section I.D., BRG would also like to explore the possibility of developing railroad loading capabilities at the site, in order to further expand marketing possibilities.

Marketing of salvaged goods will be take place both on and off site. Appliances and household items in good condition have a ready market to the general public and dealers. These, along with reusable building materials like lumber and plumbing fixtures, will be sold through Urban Ore's well established retail system.

II.F. Publicity, Advertising, and Education

BRG will be happy to conduct its publicity, advertising, and education programs in cooperation with the City. The closure of the landfill and the opening of the Solid Waste Management Center will provide a good opportunity to get free media attention. BRG will be ready to work with the City in preparing press releases and conducting press conferences and grand opening ceremonies.

A special attempt will be made to familiarize haulers with the function and layout of the salvage area. One method, patterned after a

successful prototype in Oregon, will be distribution of a vehicle visor card. One side will contain a zone map of the recycling and salvage site, including the five zones in the salvage area, and the other side will contain directions and suggestions for using the site. Available in English and in Spanish, cards will initially be distributed, with the City's permission, to all users of the Second and Gilman site. Later, as most users come to have cards and understand and use the system, they will simply be made available to new users of the site through display in conspicuous places.

For the long term, BRG will engage in a program of media advertising. Papers such as the Oakland Tribune, the Berkeley Gazette, the Co-op News, and the Classified Flea Market will all be used, as they have been used in the past by BRG members. BRG will also work with local educational institutions and other organizations to help develop public attitudes in which reuse, reduction, and recycling are second nature, as well as to spread information about specific waste reduction and recycling options.

PART III. BUDGETS

III.A. Estimated Costs for Start-up and New Equipment

Quantity	Description	Cost
1	Curbside Collection Vehicle	\$40,000
1	Pick-up Truck	10,000
1	Bobcat Loader	30,000
2	Fork-lifts	50,000
1	Scale Printer-Totalizer	3,000
1	Pavement Sweeper	5,000
	(optional; see Part IV)	
60	3-yard Bins	20,000
3	20-yard Bins	7,000
5	15-yard Bins	7,600
1	Constellation Electric Shears	5,000
6	10-foot Trailers	6,000
	Misc. Salvage Equipment	8,750
	Site Design	2,500
	Equipment & Cash Flow Reserves	25,150
	Total	\$220,000

III.B. First Year Operational Budget

Expenses

Wages (including fringes)	\$334,900
Accounting, Legal	17,400
Insurance, Bonds	20,400
Utilities	13,100
Yard, Office	
(including site maintenance)	20,400
Trucks, Equipment	68,400
Cost of Recyclables Purchased	270,000
Advertising	16,800
Loan Payments	56,092
Lease Payments	205,200
Miscellaneous	19,200
Reserves, Sinking Fund	50,100
 Total Expenses	 \$1,091,992

Revenues

Sales	\$658,500
Fixed Disposal Fee from City	261,292
Variable Disposal Fee from City	147,000
Miscellaneous	25,200
 Total Revenues	 \$1,091,992

III.C. Proposed Financial Arrangement with City (Alternate B)

1. BRG will pay the City a fixed fee of \$172,800.00 per year for property rental.
2. BRG will pay the City a fixed fee of \$20,400.00 per year for baler rental.
3. BRG will pay the City a fixed fee of \$12,000.00 per year for roll-off truck rental, repair, and maintenance (\$8,400.00 for rental and \$3,600.00 for repair and maintenance).
4. The City will lend BRG \$220,000.00 for start-up costs and the purchase of site equipment (listed in Section III.A.) at 10% APR, 5-year term, repayable (principle plus interest) at \$4,674 per month.
5. The City will pay BRG a fixed disposal fee of \$261,292.00 per year.
6. The City will pay BRG a variable disposal fee of \$15.00 per ton for buy-back, drop-off, and salvage operations.
7. The City will pay BRG a variable disposal fee of \$25.00 per ton for curbside collection operations.

Notes:

- a. In calculating tonnages for the variable disposal fees, materials will be counted only once, by the first operation to receive it. For example, materials collected by the curbside program and then sold to the buy-back program will count towards curbside variable payments only.
- b. Payments will be made according to a mutually satisfactory schedule to be worked out between the City and BRG. One goal of this schedule will be to minimize any potential cash flow problems for either party.
- c. As required in the request for proposals: BRG will submit quarterly and annual reports and prepare and keep all records of its operations and status; cooperate in any reviews or audits of site operations conducted by the City; and, in case of a drop in the markets for recycled materials, consult with the City regarding alternate ways of handling materials.

PART IV. MAINTENANCE PLAN

BRG will be responsible for all routine maintenance of the site and its facilities. Employees of the salvage, drop-off, buy-back, and curbside programs will conduct a regular site sweeping and cleaning program. They will use either the new sweeper listed in Section III.A. or the City-owned ride-on sweeper at the transfer station. (The latter alternative, if feasible, will eliminate the need for another piece of equipment.) Employees will regularly clear site fences of wind-blown material. Receiving, storage, and sales areas will be kept as neat and orderly as possible. Employees will maintain all site landscaping and planting.

Maintenance of each piece of equipment will be carried out by the individual operation responsible for it. Complex and heavily used machines like the baler and the forklifts may be maintained under professional maintenance contracts. Arrangements will be made for maintenance of all equipment, whether City- or privately-owned, on a regular schedule.

PART V. PREVIOUS EXPERIENCE

The Ecology Center, Inc.

The Ecology Center has conducted its free curbside collection program in Berkeley for the past ten years. Based at the Second and Gilman site, which it helped establish and design, the program currently recycles approximately 200 tons per month. Management and workers have long experience in all phases of operating a curbside program, including collection, processing, marketing, publicity. The Ecology Center also runs a bookstore and information center, recently moved to the University Avenue Co-op Center.

The Community Conservation Centers, Inc.

The Community Conservation Centers have operated the the drop-off center at Dwight Way and Grove Street for ten years and the drop-off and buy-back center at the Second and Gilman site since last September. CCC was the principle force in the planning, funding, and design of this site. It obtained state grants for both facilities and equipment. It established the buy-back in cooperation with the City of El Cerrito's E.C.ology program, which moved its buy-back operation to the CCC site last year.

Under the agreement with El Cerrito, CCC was able to obtain not only equipment but expertise, including management assistance. CCC is therefore uniquely qualified through long experience in the successful operation of both drop-off and buy-back programs. The buy-back and drop-off operations on the Second and Gilman site currently recycle about 250 tons per month.

Urban Ore, Inc.

Urban Ore has ~~been~~ salvaged and recycled building materials, and household goods at the Berkeley landfill for the past three years. Sales locations have expanded from one small landfill site to several outlets in town. Advertising and reputation have attracted a growing clientele from Berkeley, Oakland, and the whole Bay Area. Urban Ore's innovative system has served as a model for a similar program in Redding, and has attracted officials from many other communities, both inside and outside California.

Urban Ore salvages and markets a wide range of materials. It regularly ships densely packed drop boxes to the local scrap industry, with whom it maintains close contacts. It wholesales large lots of lumber and bricks to contractors, as well as household goods and collectables to second-hand dealers. It retails both construction materials and household goods to individuals. Urban Ore also runs the plant debris composting program at the landfill under City contract.

To handle this diversity of goods, materials, and markets, Urban Ore has developed its own highly effective system for processing and selling. With the move from the landfill to the transfer station, this system will finally have the opportunity to work with a front-end salvage program, intercepting goods and materials before the fee gate and tipping area. Urban Ore is a long-time advocate of such a program, and no one is better qualified to make it work.

PART VI. AFFIRMATIVE ACTION

The Berkeley Recycling Group and each of its three members agree to abide by the City of Berkeley's affirmative action regulations and requirements, as shown in Exhibit C of Appendix I of the request for proposals. All three members of BRG have excellent records in this area.

APPENDIX I. JOINT VENTURE AGREEMENT

JOINT VENTURE AGREEMENT
ESTABLISHING THE BERKELEY RECYCLING GROUP

SD
AB
RE
1. PARTIES AND DATE: Agreement made and entered into this 17th day of May, 1983, by and between the Community Conservation Centers, Inc., a nonprofit corporation; the Ecology Center, Inc., a nonprofit corporation; and Urban Ore, Inc., a profit making corporation; all engaged in various recycling activities in Berkeley, California. The parties hereto agree to associate themselves as joint venturers on the following terms and conditions:

2. NAME OF JOINT VENTURE: The name of this joint venture shall be the "Berkeley Recycling Group".

3. PURPOSE AND RECITALS: Whereas there exists in Berkeley the opportunity to support and operate recycling activities; and

Whereas the City of Berkeley is implementing its Solid Waste Management Plan, which has as an integral component the operation of recycling activities on City-owned land at the corner of Second and Gilman Streets in Berkeley; and

Whereas the parties to this Agreement desire by a joint exercise of their common powers to guide policy and operations of the recycling activities at the Berkeley Recycling Center and Second and Gilman Streets; and

Whereas the parties to this Agreement desire to provide for the most efficient and productive recycling program for Berkeley, and to operate in the most cooperative and constructive manner recycling activities that are now operated separately; now therefore be it

Resolved that the parties to this Agreement agree that their cooperative recycling activities shall be effectively coordinated with other solid waste activities in Berkeley, including collection, transfer, and other compatible waste disposal activities, so that recycling activities will at all times be maximized; and be it further

Resolved that the parties to this Agreement agree that there are certain efficiencies and benefits to be realized through a coordinated recycling effort, which is the goal of this Agreement.

4. TERM OF JOINT VENTURE: This joint venture shall commence on execution of this Agreement by the parties and shall continue in operation for a period of five (5) years and sixty (60) days from the date of this Agreement unless terminated as set forth in Paragraph 16.

5. CREATION OF BOARD: This joint venture shall be governed by a Board of Directors (hereinafter referred to as the "Board"), comprising no more than seven members, with the governing body of each of the three parties to this Agreement having the right to appoint two members each, and with one member at large to be appointed by the Board members previously appointed by said governing bodies,

according to the provisions of Paragraph 6. Each of the parties to this Agreement may also appoint one or two alternates to act in the absence of any Board member appointed by said party. Written notice of the identity of each Board member and alternate appointed by a party to this Agreement shall be furnished to the Board prior to any meeting at which said member or alternate is to act. Each Board member, or alternate acting in the absence of a Board member, shall have equal vote in all matters presented to the Board, except that no alternate may vote on any resolution (a) to terminate this Agreement, as specified in Paragraph 16, or (b) to dismiss a party to this Agreement from this Agreement, as specified in Paragraph 8.

6. AT-LARGE MEMBER: The at-large member of the Board shall be appointed upon majority vote of the members or alternates of the Board previously appointed by the parties to this Agreement, with the stipulation that one member or alternate representing each of said parties must vote for said appointment. The term of this at-large member shall be one year.

7. POWERS AND FUNCTION OF BOARD: a. The Board shall have the common power to operate and administrate recycling activities at the Second and Gilman Street site, hereinafter referred to as the "site". In the exercise of this power under this Agreement, the Board is authorized to:

(1) Develop policy for the implementation of recycling activities at the site.

(2) Develop a program for the interfacing of curbside, buy-back, drop-off, and salvage operations, as well as for the interfacing of materials processing and other activities.

(3) Present funding applications, proposals, or requests to the City of Berkeley on behalf of the parties to this Agreement. This provision shall not preclude any party to this Agreement from pursuing allocations of funds for site activities from any source other than the City of Berkeley on its own behalf.

(4) Evaluate and determine utilization of space for recycling activities operated at the site, including but not limited to such matters as traffic flow, materials flow, and processing.

(5) Assess dues and maintain control over these and other funds that may be allocated or otherwise become available to the Board. Initial dues shall consist of a five hundred dollar (\$500.00) contribution from each party to this Agreement. The total of any other funds allocated to the Board in any one year shall not exceed one percent (1%) of all funds allocated to the Joint Venture by the City of Berkeley in that year for recycling purposes, regardless of the program for which funds are earmarked, except as authorized by prior consent as indicated in a written resolution from the governing board of each party.

to this Agreement.

b. The Board is further authorized in its own name to:

- (1) Employ agents and employees and contract for professional services.
- (2) Make and enter contracts for recycling activities and other purposes.
- (3) Incur debts, obligations, and liabilities.
- (4) Accept payments, contributions, grants, or loans from any public agency or any other source for the purpose of financing the planning, acquisition, construction, maintenance, or operation of recycling activities.
- (5) Establish and maintain accounts for the deposit or investment of funds over which it has control.
- (6) Do all other acts reasonable and necessary to carry out the purpose of this Agreement.
- (7) Sue and be sued.

c. The Board shall appoint one of its members to be a treasurer, whose duty it shall be to oversee the following functions:

- (1) The receipt, deposit, and accounting for all funds coming into the joint venture.
- (2) The assurance of proper authorization and proper recording of all expenditures from joint venture accounts in accordance with procedures to be adopted by the Board and in accordance with instructions from the Board.
- (3) Verification and reporting in writing to the Board within fifteen (15) days after the first day of July, October, January, and April of each year of the financial activities of the joint venture during the preceding period, including but not limited to the nature and amount of receipts and expenditures since the previous period.
- (4) Keeping a record of the payments and other contributions from each party to this Agreement and of the payments and other contributions from all other sources.

d. At its first meeting, the Board shall:

- (1) Establish rules of procedure for the conduct of meetings.
- (2) Appoint a chair and vice-chair, and establish a method for the keeping of regular minutes or other records of meetings.
- (3) Appoint the abovementioned treasurer.
- (4) Establish a regular time and place for meetings.
- (5) Establish a method for providing notice of the time, place, and agenda for each Board meeting at least 72 hours before said meeting.

e. At any meeting—including the first meeting—the Board may consider such matters as it deems proper for carrying out the purposes of this Agreement, provided that no item shall be considered except by unanimous consent of the Board unless written notice of said item shall have been provided to the Board by a Board member or alternate at least 72 hours in advance of the meeting at which it is proposed said item is to be considered.

8. QUORUM AND APPROVAL OF ITEMS: A quorum of the Board

shall be constituted by four (4) Board members or alternates, with the stipulation that at least one member appointed by each party to this Agreement be present. A quorum of the Board must be present in order to conduct business, except that less than a quorum may adjourn a meeting.

If a quorum is not present for a regularly scheduled meeting, the meeting shall automatically be rescheduled for seventy-two (72) hours later. If all members and alternates appointed by one of the parties to this Agreement are absent from any three consecutive meetings, their presence is not necessary to constitute a quorum at the meeting held seventy-two (72) hours after their third absence.

An item shall be considered approved either (a) on the vote of four (4) members or alternates of the Board, with the stipulation that at least one member or alternate appointed by each party to this Agreement must vote in favor of said item, or (b) on the vote of five (5) members or alternates of the Board; with the stipulation that the vote of five (5) members shall be required to terminate this Agreement, dismiss a party to this Agreement from this Agreement, or order a party to suspend activities judged harmful.

9. CONSENTS AND AGREEMENTS: Any and all consents and agreements provided for or permitted by this Agreement shall be in writing and a signed copy thereof shall be filed and kept with the books of the joint venture.

10. SOLE AND ONLY AGREEMENT: This Agreement contains the sole and only Agreement of the parties relating to their joint venture and correctly sets forth the rights, duties, and obligations of the parties to this Agreement. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

11. ARBITRATION: This Agreement is governed by the rules of the American Arbitration Association.

12. INSURANCE AND BONDING: a. Each party to this Agreement shall keep an adequate comprehensive general liability insurance policy and such fire, burglary, and other insurance as appropriate. Each party to this agreement shall name the joint venture and the other two parties to this agreement as an additional insured with respect to its activities for any loss or damage caused during the course of activities relating to or arising out of the joint venture.

b. The parties to this Agreement will cause to be issued, at the expense and cost of this joint venture, such insurance as may be required to protect and hold this joint venture and each of the joint venturers harmless from all liability related to or arising out of the activities of

the joint venture.

c. The parties to this Agreement will cause to be issued, at the expense and cost of this joint venture, a bond in the amount of not less than twenty-five-thousand-dollars (\$25,000.00) as surety in respect to responsibilities and actions of Board members under this joint venture Agreement.

13. INDEMNIFICATION: Each party (indemnitor) shall indemnify each of the other parties (indemnitees) and shall hold such indemnitees harmless against and from liability and claims of any kind from loss or damage to property of any person or for any injury to or death of any person, arising out of:

a. Each indemnitor's use of the premises, or any work, activity, or other things allowed or suffered by said indemnitor to be done in, on, or about the premises;

b. Any breach of said indemnitor's obligations under this Agreement; or

c. Any negligent or otherwise tortious act or omission of said indemnitor, its agents, employees, invitees, or contractors.

Each indemnitor shall, at its own expense, defend said indemnitees in any action or proceeding arising from any such claim and shall indemnify said indemnitees against all costs, attorney's fees, expert witness fees, and any other expenses incurred in such action or proceeding.

14. WITHDRAWAL: A party to this Agreement may withdraw from the Agreement by the adoption by the governing body of said party of a resolution of intention to withdraw, said resolution to be delivered to the Board and to the other two parties to this Agreement at least six (6) months before the effective date of said withdrawal. After receipt of said resolution, and before the effective date of withdrawal, the Board shall establish terms, conditions, and procedures for the withdrawal that (a) will protect the rights of all parties to this Agreement, (b) cause the least possible disruption to the operation of the joint venture, and (c) facilitate the replacement of the withdrawing party by a new party, if the Board deems said replacement to be desirable.

15. DISMISSAL AND SUSPENSION: In the event that the Board determines that it is in the best interests of the joint venture, in accordance with the purposes for which this Agreement was made, to dismiss any party to this Agreement from this Agreement or to order any party to this Agreement to suspend activities harmful to the joint venture, the Board may resolve to dismiss said party or order the immediate suspension of said activities, as provided in Paragraph 8. Notice of a resolution to dismiss must be provided to that party at least three (3) months before the effective date of said dismissal. Grounds for dismissing a party include but are not limited to the following:

a. Any voluntary or involuntary assignment or transfer of a party's interest in this joint venture without the requisite consent from other parties to this Agreement.

b. Substantial default or breach of this Agreement.

c. Insolvency, as defined in Paragraph 21.

Any party who receives resolution of intention to dismiss from the Board is not precluded from contesting such dismissal nor referring such action to arbitration in accordance with Paragraph 11.

Upon such resolution to dismiss, and before its effective date, the Board shall establish terms, conditions, and procedures for the dismissal that will (a) protect the rights of all parties to this Agreement, (b) cause the least possible disruption to the operations of the joint venture, and (c) facilitate the replacement of the dismissed party by a new party, if the Board deems said replacement to be desirable.

16. DISSOLUTION: If the parties to this Agreement resolve to terminate this Agreement, all assets, property, and equipment owned or controlled by the joint venture shall be distributed to the parties. Distribution shall be made in accordance with the proportion of accumulated contribution of each party as reflected in the records and accounts maintained by the Board. If the parties cannot agree as to the distribution of property and assets or to the manner of distribution, the matter will then be referred to arbitration in accordance with Paragraph 11 of this Agreement.

This Agreement shall not terminate until all property has been distributed in accordance with this provision. The dissolution of this joint venture and distribution of property shall be effected in a manner to cause the least possible amount of disruption to the on-going recycling activities.

17. AMENDMENTS: This Agreement may be amended by a written amendment, provided such amendment is unanimously approved by the members of the Board. Any such written amendment shall be attached to and kept with this Agreement.

18. SUCCESSORS: This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties to this Agreement. Should any party to this Agreement make any purported assignment, whether partial or total, of any interest in this venture or any benefit conferred by this joint venture Agreement, such purported assignment shall be void and of no force or effect unless prior to the effective date of such assignment said party has applied to and received unanimous permission from the Board to make such assignment.

19. SEVERABILITY: Should any part, term, portion, or provision of this Agreement be finally decided to be in

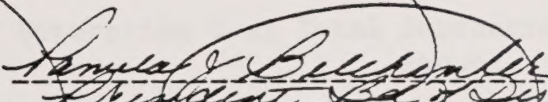
conflict with any law of the United States or the State of California or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining parts, terms, portions, or provisions can be in substance construed to constitute the Agreement which the parties to this Agreement intended to enter into in the first instance.

20. LIMITATION: This Agreement governs solely physical operation of recycling activities at the Berkeley Recycling Center site at Second and Gilman Streets in Berkeley administered by the Board established pursuant to this Agreement. Notwithstanding any other provision of this Agreement, no provision of this Agreement shall be construed to require any party to this Agreement to operate in any manner other than the manner duly chosen by the operating arm of that party or to disclose to the Board any information or budgetary data that relate to the operation of the individual party.

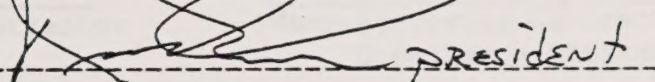
21. INSOLVENCY DEFINED: For the purposes of Paragraph 15 of this Agreement, a party shall not be deemed "insolvent" unless it either:

- a. Be adjudged a bankrupt;
- b. Has a receiver appointed to take possession of all or substantially all of its property because of insolvency;
- c. Makes a general assignment for the benefit of creditors; or
- d. Allows any attachment execution or judgment against it to remain unsatisfied or unbonded for a period of thirty (30) days or longer.

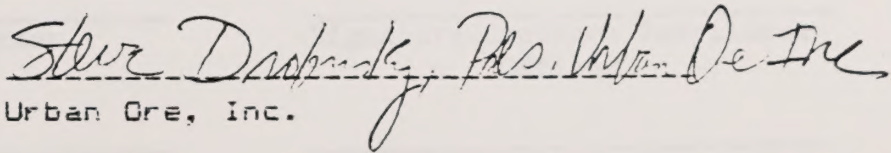
22. ATTORNEYS FEES: In the event of any action brought in consequence of breach or default of any provision of this Agreement, a party in said breach or default shall pay to the other parties reasonable attorneys fees and such other costs, including but not limited to court costs, as are necessary for the prosecution of said action.



Community Conservation Centers, Inc.



Ecology Center, Inc.



Urban Ore, Inc.

APPENDIX II. MINORITY ENTERPRISE UTILIZATION REPORT

MINORITY ENTERPRISE UTILIZATION REPORT

This report must accompany and be part of the sealed bid proposal. The City's Office of Contract Compliance will review this report.

1. Name of Contractor: The Berkeley Recycling Group

2. Address of Contractor: 699 Gilman Street

Berkeley CA 94710

City

State

Zip

Phone

3. The above-named contractor intends to fulfill its commitment to expending 40% of its sub-contracted dollars for minority business enterprises, i.e., services, supplies, specialty contractors, in the following fashion:

Names and Addresses of Minority Firms Which the Contractor Anticipates Utilizing	Nature of Participation	\$ Value of Participation
---	----------------------------	------------------------------

We do not anticipate using sub-contractors, because of the nature
of our business. When and if we do, we agree to abide by these
requirements.

Total of Above

Total Bid

Total Subcontract

Minority Enterprise % of Total Subcontract
Amount

Steve Drabinsky
Name-Authorized Officer of Contractor

STEVE DRABINSKY
5/21/85

Signature-Officer of Contractor

Name-Approving Contract
Compliance Officer

Signature-Contract Compliance
Officer

Date

Date

APPENDIX III. LETTERS

Custom Alloy Scrap Sales, Inc.

2730 PERALTA STREET • OAKLAND, CALIFORNIA 94607
P. O. BOX 24222 • OAKLAND, CALIFORNIA 94623
TELEPHONE (415) 893-6476

May 5, 1983

Cathy Evans
The Buyback Center
669 Gilman Street
Berkeley, Ca. 94710

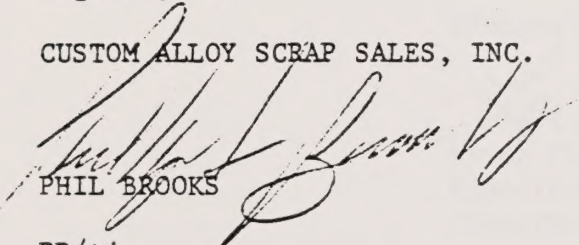
To Whom It May Concern:

During the last three or four years it has been our pleasure to serve ECOLOGY later the THE BUYBACK CENTER.

Please be assured that as long as the Buyback Center continues to offer ferrous and non-ferrous scrap for sale, that we shall always be a willing buyer.

Regards,

CUSTOM ALLOY SCRAP SALES, INC.



PHIL BROOKS

PB/tj



ARATA - WESTERN, INC.

We Support Products from Recycled Fibers

May 16, 1983

The Buyback
669 Gilman
Berkeley, California 94710

Attention: Kathy Evans

Dear Ms. Evans:

This letter will serve as advisement to whom it may concern, with reference to Arata-Western, Inc. servicing and purchasing of all Newspaper and Corrugated wastepaper. Arata-Western has serviced and purchased all waste paper from the Buyback since the opening day, and will continue to service and purchase all paper collected by the Buyback in the future.

If you have any further questions, or I can be of any assistance, Please do not hesitate to give me a call.

Sincerely yours,

A handwritten signature in dark ink, appearing to read "C. Arata", written in a cursive style.

Chris Arata
Vice President

CA/11



City of Santa Cruz

CITY HALL • 809 CENTER STREET, ROOM 201
SANTA CRUZ, CALIFORNIA 95060

PUBLIC WORKS DEPARTMENT

TELEPHONE (408) 429-3633

April 28, 1983

Mr. Bob Beatty
Urban Ore, Inc.
1 Virginia R/W
Berkeley, CA 94710

Dear Bob:

All of us from Santa Cruz City and County agreed that the visit to Urban Ore was worth a whole truckload of seminars.

It was very encouraging to see that salvaging and composting can be done at low cost and low technology.

Thank you for so generously sharing your time and expertise.

Sincerely,

Linda Christman
Administrative Assistant to the
Director of Public Works

Standard Iron & Metals Company

Dealers in Ferrous and Non-Ferrous Metals

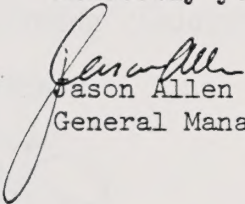
801 - 69th Avenue

Oakland, California 94621

To whom it may concern;

This is confirmation that Standard Iron & Metals Co. has carried on a mutually beneficial relationship with Urban Ore Inc. of Berkeley for the past 4 years. Together Steve Drobinsky, we have built a very lasting relationship. There is no question, that Standard Iron & Metals will continue to purchase scrap from Urban Ore Inc. for many years to come.

Sincerely yours,



Jason Allen
General Manager

d.b.



STANDARD

FOR THE YEAR 1960

1960-1961

1. The purpose of this standard is to provide a basis for the uniformity of the units of measurement used in the United States.

2. This standard is based on the International System of Units (SI).

3. The units of measurement are defined as follows:

4. The units of measurement are defined as follows:

5. The units of measurement are defined as follows:

6. The units of measurement are defined as follows:

7. The units of measurement are defined as follows:

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16. The units of measurement are defined as follows:

17. The units of measurement are defined as follows:

18. The units of measurement are defined as follows:

APPENDIX IV. PROPOSAL BOND



INDEMNITY COMPANY of CALIFORNIA

820 NO. PARTON ST. / SANTA ANA, CA. 92701

BOND NO. 640124P-#1

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, URBAN ORE, INC.

as Principal, and INDEMNITY COMPANY of CALIFORNIA, a corporation authorized to transact a general surety business in the State of California, as Surety, are held and firmly bound unto

CITY OF BERKELEY

(hereinafter called the Obligor)

in the full and just sum of FIVE THOUSAND AND NO/100----- Dollars, (\$ 5,000.00-----)

for the payment whereof in lawful money of the United States, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said PRINCIPAL has submitted the accompanying bid for

BERKELEY SOLID WASTE MANAGEMENT CENTER

SALVAGE AND RECYCLING OPERATION

NOW, THEREFORE, if the said contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the contract in writing, and give bond, with surety acceptable to the Obligor for the faithful performance of the said contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and Sealed this 12 day of MAY 19 83

URBAN ORE, INC.

X Steve Drobinsky

Principal

INDEMNITY COMPANY of CALIFORNIA

By Gail L. Higgins
GAIL L. HIGGINS

Attorney-in-Fact



BOND NO. 640124P-#1
INDEMNITY COMPANY of CALIFORNIA
 820 NO. PARTON ST. / SANTA ANA, CA. 92701

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, URBAN ORE, INC.

as Principal, and INDEMNITY COMPANY of CALIFORNIA, a corporation authorized to transact a general surety business in the State of California, as Surety, are held and firmly bound unto

CITY OF BERKELEY (hereinafter called the Oblige)

in the full and just sum of FIVE THOUSAND AND NO/100----- Dollars, (\$ 5,000.00-----)

for the payment whereof in lawful money of the United States, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said PRINCIPAL has submitted the accompanying bid for

BERKELEY SOLID WASTE MANAGEMENT CENTER

SALVAGE AND RECYCLING OPERATION

NOW, THEREFORE, if the said contract be timely awarded to the Principal and the Principal shall, within such time as may specified, enter into the contract in writing, and give bond, with surety acceptable to the Oblige for the faithful performance of the said

STATE OF CALIFORNIA
 COUNTY OF SAN MATEO } ss:

On this 12 day of MAY in the year 1983,
 before me the undersigned, a Notary Public for the State of California, personally appeared GAIL L. HIGGINS

, personally known to me ~~(or proved to me on the basis of satisfactory evidence)~~ to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of INDEMNITY COMPANY of CALIFORNIA, and acknowledged to me that ~~he~~ (she) subscribed the name of INDEMNITY COMPANY of CALIFORNIA thereto, and ~~his~~ (her) own name as Attorney-in-Fact.

Notary Public in and for the County of SAN MATEO
 , State of CALIFORNIA

Tammy D. Lee



VALID FOR BOND OR UNDERTAKINGS ONLY

INDEMNITY COMPANY OF CALIFORNIA
Administrative Offices 820 North Parton Street
SANTA ANA, CALIFORNIA 92701

BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Indemnity Company of California, does hereby make, constitute and appoint

Gail L Higgins
Burlingame, California

its true and lawful Attorney(s) in Fact, to make, execute, seal and deliver for and on its behalf as surety, any and all bid bonds or undertakings, but not to exceed Fifty Thousand Dollars (\$50,000) any one bid bond or undertaking if executed before June 30, 1984.

and to bind INDEMNITY COMPANY OF CALIFORNIA thereby and all of the acts of said Attorney(s) in Fact pursuant to these presents, are hereby ratified and confirmed This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of INDEMNITY COMPANY OF CALIFORNIA at a meeting duly called and held on the 16th day of August, 1976.

"RESOLVED, that the Chairman of the Board, the President, any Vice President of the Company, be, and that each or any of them hereby is authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of INDEMNITY COMPANY OF CALIFORNIA, bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

"FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached."

In Witness Whereof, INDEMNITY COMPANY OF CALIFORNIA has caused its official seal to be hereunto affixed, and these presents to be signed by its President or by one of its Vice Presidents and attested by its Secretary or by one of its Assistant Secretaries this 16th Day of August, 1976.

INDEMNITY COMPANY OF CALIFORNIA

ATTEST:

Jerome J. Sweeney

Secretary

By

J.F. Bowley

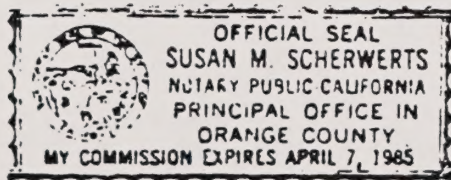
President

STATE OF CALIFORNIA)

COUNTY OF ORANGE)



On this 1st day of February 1982, personally came before me, J.F. Bowley, President, and Jerome J. Sweeney, Secretary, to me known to be the individuals and officers of INDEMNITY COMPANY OF CALIFORNIA, who executed the above instrument, and they each acknowledge the execution of the same, and being by me duly sworn, did severally depose and say, that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



CERTIFICATE

Notary Public
Susan M. Scherwerts

STATE OF CALIFORNIA)

COUNTY OF ORANGE)

I, the undersigned assistant secretary of INDEMNITY COMPANY OF CALIFORNIA, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked, and furthermore, that the provisions of the Resolutions of the Executive Committee of the Board of Directors set forth in the Power of Attorney, are now in force.

Signed and sealed in the City of Santa Ana, California, this 12 day of MAY 19 83



James E. Mary Assistant Secretary

May 25, 1983

The Berkeley Recycling Group
669 Gilman Street
Berkeley, CA 94710

Gentlemen:

Thank you for your proposal for our salvage and recycling operations at the Berkeley Solid Waste Management Centers. The following is the first set of questions regarding your proposal. Please submit your answers by Wednesday, June 1, 1983.

1. Please provide a breakdown of the budget information on page 18 and 19 into three columns: itemized budgets for (1) buy-back and drop off, (2) curbside collection, and (3) salvage operation.
2. What position in the joint venture would have full authority to deal with the City?
3. Please provide a list of the prospective sources of recyclables.
4. What are the cost off-setting savings to the City of the salvage operation?
5. In reference to Question 1 above, please itemize the wages of each operation in terms of job classification and number in each job classification.
6. In reference to Question 1 above, please itemize the sales of each operation in term of volume and unit price for each type of recyclables; e.g., newspaper, cardboard, aluminum, tin cans, glass, mixed paper, etc.

If you have any questions, please contact me at 644-6506.

Sincerely,

BRIAN C. LEE
Assistant Director for Public Works

cc: Recycling Subcommittee

The following information was
obtained from the records of the
Department of the Interior.

Page 10

On March 1, 1900,
the following information was
obtained from the records of the
Department of the Interior.
Page 11

The following information was
obtained from the records of the
Department of the Interior.
Page 12

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Page 13

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Page 14

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Department of the Interior.
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The following information was
obtained from the records of the
Department of the Interior.
Page 16

The Berkeley Recycling Group
669 Gilman St.
Berkeley, CA 94710

31 May 1983

Mr. Brian C. Lee
Assistant Director for Public Works
City of Berkeley
2180 Milvia St--4th Floor
Berkeley, CA 94704

Dear Mr. Lee

Thank you for your letter of May 25, 1983, asking six questions about BRG's proposal for salvage and recycling operations at the Solid Waste Management Center. The answers to these questions are presented below. On behalf of BRG, I would like to request that the detailed financial information be kept confidential.

1. Details of the BRG budget are shown in Attachment A.
2. The position authorized to represent BRG before the City is the contract coordinator appointed by the BRG board.
3. BRG's estimates of the kinds and quantities of recyclable goods and materials were developed from current operating experience and are presented in Attachment C. The particular sources of the recyclables will differ according to the program:
 - a. Curbside: All materials will continue to be collected from Berkeley residences, including apartments and co-ops.
 - b. Salvage: Goods and materials will be received from contractors, private haulers, and homeowners. Experience at the landfill suggests that contractors and haulers will each contribute about 40% of the recoverables, with contractor loads rich in building materials like lumber and metal and private hauler loads rich in household goods. Homeowners and private haulers are expected to use the free drop-off area more readily than contractors, for whom extra unloading time can be costly. BRG expects to work out an arrangement with BFI to recover salvagables and recyclables from the transfer station tipping floor.
 - c. Buy-Back: Materials will continue to be received from the general public, independent recyclers, and certain businesses and institutions. The buy-back will also continue to bale metal and paper collected by the curbside program and the Dwight and Grove drop-off center; when the transfer station opens, the buy-back will receive materials from the salvage area and the tipping floor as well.
 - d. Drop-Off: All materials will continue to come from the general public.

The first part of the report is devoted to a description of the work done during the year. It is divided into two main sections, the first of which deals with the work done in the laboratory and the second with the work done in the field. The first section is divided into three parts, the first of which deals with the work done in the laboratory and the second with the work done in the field. The second section is divided into two parts, the first of which deals with the work done in the laboratory and the second with the work done in the field.

The second part of the report is devoted to a description of the work done during the year. It is divided into two main sections, the first of which deals with the work done in the laboratory and the second with the work done in the field. The first section is divided into three parts, the first of which deals with the work done in the laboratory and the second with the work done in the field. The second section is divided into two parts, the first of which deals with the work done in the laboratory and the second with the work done in the field.

The third part of the report is devoted to a description of the work done during the year. It is divided into two main sections, the first of which deals with the work done in the laboratory and the second with the work done in the field. The first section is divided into three parts, the first of which deals with the work done in the laboratory and the second with the work done in the field. The second section is divided into two parts, the first of which deals with the work done in the laboratory and the second with the work done in the field.

The fourth part of the report is devoted to a description of the work done during the year. It is divided into two main sections, the first of which deals with the work done in the laboratory and the second with the work done in the field. The first section is divided into three parts, the first of which deals with the work done in the laboratory and the second with the work done in the field. The second section is divided into two parts, the first of which deals with the work done in the laboratory and the second with the work done in the field.

Very truly yours,
John H. Brown
John H. Brown

4. The basic cost off-setting savings to the City will be the same for the salvage, drop-off, buy-back, and curbside programs. As noted in the City's request for proposals (under Alternate A), the operator of the transfer station will charge the City approximately ten dollars for each ton of material delivered to the Richmond landfill. Therefore, every ton of material diverted by the salvage or recycling programs will save the City ten dollars.

BRG would like to make two points about this cost off-set. First, the ultimate beneficiaries of these savings will be the City's rate payers, through lower refuse collection bills and lower transfer station fees, not the City's refuse collection and disposal fund, since it charges fees sufficient to cover expenses.

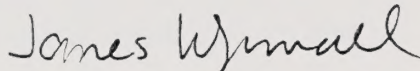
Second, these ten dollars per ton will be the minimum savings generated by the recycling and salvaging operations. Extension of landfill life, reduction in the size and number of disposal containers needed, reductions in packer truck routes--these and other factors will all contribute to lower disposal costs. As salvage and recycling grow and become better integrated into the disposal system, these savings will be substantial. But estimating them now would be extremely difficult.

5. Details of wages are contained in Attachment B.

6. Details of sales are contained in Attachment C.

If you have any questions, please call me at 845-1667.

Sincerely,



James Liljenwall
Contract Coordinator

ATTACHMENT 1 - DETAILS OF REPORT

Section 1: General Information				
Item	Quantity	Unit	Price	Total
1.000	1.000	kg	10.000	10.000
2.000	2.000	kg	15.000	30.000
3.000	3.000	kg	20.000	60.000
4.000	4.000	kg	25.000	100.000
5.000	5.000	kg	30.000	150.000
6.000	6.000	kg	35.000	210.000
7.000	7.000	kg	40.000	280.000
8.000	8.000	kg	45.000	360.000
9.000	9.000	kg	50.000	450.000
10.000	10.000	kg	55.000	550.000
11.000	11.000	kg	60.000	660.000
12.000	12.000	kg	65.000	780.000
13.000	13.000	kg	70.000	910.000
14.000	14.000	kg	75.000	1.050.000
15.000	15.000	kg	80.000	1.200.000
16.000	16.000	kg	85.000	1.360.000
17.000	17.000	kg	90.000	1.530.000
18.000	18.000	kg	95.000	1.710.000
19.000	19.000	kg	100.000	1.900.000
20.000	20.000	kg	105.000	2.100.000
21.000	21.000	kg	110.000	2.310.000
22.000	22.000	kg	115.000	2.530.000
23.000	23.000	kg	120.000	2.760.000
24.000	24.000	kg	125.000	3.000.000
25.000	25.000	kg	130.000	3.250.000
26.000	26.000	kg	135.000	3.510.000
27.000	27.000	kg	140.000	3.780.000
28.000	28.000	kg	145.000	4.060.000
29.000	29.000	kg	150.000	4.350.000
30.000	30.000	kg	155.000	4.650.000
31.000	31.000	kg	160.000	4.960.000
32.000	32.000	kg	165.000	5.280.000
33.000	33.000	kg	170.000	5.610.000
34.000	34.000	kg	175.000	5.950.000
35.000	35.000	kg	180.000	6.300.000
36.000	36.000	kg	185.000	6.660.000
37.000	37.000	kg	190.000	7.030.000
38.000	38.000	kg	195.000	7.410.000
39.000	39.000	kg	200.000	7.800.000
40.000	40.000	kg	205.000	8.200.000
41.000	41.000	kg	210.000	8.610.000
42.000	42.000	kg	215.000	9.030.000
43.000	43.000	kg	220.000	9.460.000
44.000	44.000	kg	225.000	9.900.000
45.000	45.000	kg	230.000	10.350.000
46.000	46.000	kg	235.000	10.810.000
47.000	47.000	kg	240.000	11.280.000
48.000	48.000	kg	245.000	11.760.000
49.000	49.000	kg	250.000	12.250.000
50.000	50.000	kg	255.000	12.750.000
51.000	51.000	kg	260.000	13.260.000
52.000	52.000	kg	265.000	13.780.000
53.000	53.000	kg	270.000	14.310.000
54.000	54.000	kg	275.000	14.850.000
55.000	55.000	kg	280.000	15.400.000
56.000	56.000	kg	285.000	15.960.000
57.000	57.000	kg	290.000	16.530.000
58.000	58.000	kg	295.000	17.110.000
59.000	59.000	kg	300.000	17.700.000
60.000	60.000	kg	305.000	18.300.000
61.000	61.000	kg	310.000	18.910.000
62.000	62.000	kg	315.000	19.530.000
63.000	63.000	kg	320.000	20.160.000
64.000	64.000	kg	325.000	20.800.000
65.000	65.000	kg	330.000	21.450.000
66.000	66.000	kg	335.000	22.110.000
67.000	67.000	kg	340.000	22.780.000
68.000	68.000	kg	345.000	23.460.000
69.000	69.000	kg	350.000	24.150.000
70.000	70.000	kg	355.000	24.850.000
71.000	71.000	kg	360.000	25.560.000
72.000	72.000	kg	365.000	26.280.000
73.000	73.000	kg	370.000	27.010.000
74.000	74.000	kg	375.000	27.750.000
75.000	75.000	kg	380.000	28.500.000
76.000	76.000	kg	385.000	29.260.000
77.000	77.000	kg	390.000	30.030.000
78.000	78.000	kg	395.000	30.810.000
79.000	79.000	kg	400.000	31.600.000
80.000	80.000	kg	405.000	32.400.000
81.000	81.000	kg	410.000	33.210.000
82.000	82.000	kg	415.000	34.030.000
83.000	83.000	kg	420.000	34.860.000
84.000	84.000	kg	425.000	35.700.000
85.000	85.000	kg	430.000	36.550.000
86.000	86.000	kg	435.000	37.410.000
87.000	87.000	kg	440.000	38.280.000
88.000	88.000	kg	445.000	39.160.000
89.000	89.000	kg	450.000	40.050.000
90.000	90.000	kg	455.000	40.950.000
91.000	91.000	kg	460.000	41.860.000
92.000	92.000	kg	465.000	42.780.000
93.000	93.000	kg	470.000	43.710.000
94.000	94.000	kg	475.000	44.650.000
95.000	95.000	kg	480.000	45.600.000
96.000	96.000	kg	485.000	46.560.000
97.000	97.000	kg	490.000	47.530.000
98.000	98.000	kg	495.000	48.510.000
99.000	99.000	kg	500.000	49.500.000
100.000	100.000	kg	505.000	50.500.000

ATTACHMENT A--DETAILS OF BUDGET

Expenses

	C.C.C.	E.C.	U.O.	Joint	BRG
Wages	140,700	99,600	94,600	0	334,900
Accounting, Legal	8,200	6,000	1,200	2,000	17,400
Insurance, Bonds	8,500	6,800	4,100	1,000	20,400
Utilities	10,200	1,200	1,700	0	13,100
Yard, Office (including site maint.)	13,400	5,600	1,400	0	20,400
Trucks, Equipment	34,000	25,500	8,900	0	68,400
Cost of Recyclables	270,000	0	0	0	270,000
Advertising	6,000	10,000	800	0	16,800
Loan Payments	0	0	0	56,092	56,092
Lease Payments	0	0	0	205,200	205,200
Miscellaneous	3,000	3,000	10,200	3,000	19,200
Reserves, Sinking Fund	24,000	25,000	1,100	0	50,100
Total Expenses	518,000	182,700	124,000	267,292	1,091,992

Revenues

Sales	450,000	108,700	99,800	0	658,500
Fixed Disposal Fee	0	0	0	261,292	261,292
Variable Disposal Fee	53,000	74,000	17,000	3,000	147,000
Miscellaneous	15,000	0	7,200	3,000	25,200
Total Revenues	518,000	182,700	124,000	267,292	1,091,992

ATTACHMENT B--DETAILS OF WAGES

Buy-Back and Drop-Off

Position	Annual Rate	Fringes	Vacation & Sick	Total
*Program Director	3,600	--	--	3,600
*Site Manager	9,600	--	--	9,600
*Bookkeeper	4,150	--	--	4,150
Paymaster/Office Manager	14,600	3,533	1,036	19,169
Weighmaster	14,600	3,533	1,036	19,169
Baler Operator	13,520	3,272	960	17,752
Truck Driver	13,520	3,272	960	17,752
Scale Asst/Forklift Operator	11,440	2,768	812	15,020
Baler Asst/Forklift Operator	11,440	2,768	812	15,020
Baler Aide	9,880	2,390	701	12,971
*Scale Aide	4,940	1,195	351	6,486
Total	111,290	22,731	6,668	140,689

* = part-time position

Curbside

	Annual Rate	Fringes	Vacation & Sick	Total
*Manager	9,000	1,800	--	10,800
*Recyclers	74,000	14,800	--	88,800
Total	83,000	16,600	--	99,600

* = part-time positions; 12 persons are employed under the "recycler" category, equivalent to 6 full-time employees.

Table 1. Summary of data for the 1990-1991 season

Station	Depth (m)	Temperature (°C)	Salinity (psu)	Density (kg/m³)
100-10	10	18.5	35.2	1025.2
100-20	20	18.2	35.1	1025.1
100-30	30	17.8	35.0	1025.0
100-40	40	17.5	34.9	1024.9
100-50	50	17.2	34.8	1024.8
100-60	60	16.8	34.7	1024.7
100-70	70	16.5	34.6	1024.6
100-80	80	16.2	34.5	1024.5
100-90	90	15.8	34.4	1024.4
100-100	100	15.5	34.3	1024.3

Attachment B--Details of Wages (continued)

Salvage

Position .	Annual Rate	Fringes	Vacation & Sick	Total .
Manager	18,200	4,004	489	22,693
Assistant Manager	18,200	4,004	489	22,693
High Grader	10,400	2,288	280	12,968
Salvage Worker	10,400	2,288	280	12,968
Salvage Worker	9,360	2,059	252	11,671
Sales-Salvage Worker	9,360	2,059	252	11,671
Total	75,920	16,702	2,042	94,664

Part A - Balance Sheet

Assets	Liabilities	Equity
Fixed Assets		
Intangible Assets		
Goodwill		
Other Intangible Assets		
Tangible Assets		
Property, Plant & Equipment		
Investments		
Financial Assets		
Current Assets		
Stocks		
Debtors		
Prepayments		
Other Current Assets		
Current Liabilities		
Creditors		
Other Current Liabilities		
Equity		
Called-up Capital		
Reserves		
Profit & Loss		

Part B - Statement of Financial Position

Assets	Liabilities	Equity
Fixed Assets		
Intangible Assets		
Goodwill		
Other Intangible Assets		
Tangible Assets		
Property, Plant & Equipment		
Investments		
Financial Assets		
Current Assets		
Stocks		
Debtors		
Prepayments		
Other Current Assets		
Current Liabilities		
Creditors		
Other Current Liabilities		
Equity		
Called-up Capital		
Reserves		
Profit & Loss		

ATTACHMENT C--DETAILS OF SALES (AND PURCHASES) OF RECYCLABLES

Buy-Back and Drop-Off

Material	T/Y	\$/T	\$/Y
Sales			
Aluminum Cans	376	700	263,200
Scrap Aluminum	36	500	18,000
Contaminated Alum.	18	300	5,400
Aluminum Foil	18	200	3,600
Newspaper	2,000	55	110,000
Mixed Paper	600	17	10,200
Corrugated	240	50	12,000
Separated Glass	480	50	24,000
Mixed Glass	100	35	3,500
Encore Wine Bottles	25	100	2,500
Total	3,893	116	452,400

Cost of Recyclables Purchased

Aluminum Cans	376	520	195,520
Scrap Aluminum	36	300	10,800
Contaminated Aluminum	18	140	2,520
Aluminum Foil	18	100	1,800
Newspaper	1,800	25	45,000
Corrugated	200	25	5,000
Separated Glass	400	24	9,600
Mixed Glass	100	20	2,000
Total	2,948	92	272,240

Table 1

Year	1970	1971	1972
Population	100,000	105,000	110,000
Unemployment	5.0%	5.5%	6.0%
Per Capita Income	\$1,000	\$1,050	\$1,100
Health Care Expenditure	\$100	\$110	\$120
Life Expectancy	70.0	70.5	71.0
Infant Mortality Rate	20.0	19.0	18.0
Adult Literacy Rate	80.0%	81.0%	82.0%
Urbanization	75.0%	76.0%	77.0%
Government Expenditure	\$500	\$550	\$600
Foreign Aid	\$200	\$210	\$220

Table 2

Year	1970	1971	1972
Population	100,000	105,000	110,000
Unemployment	5.0%	5.5%	6.0%
Per Capita Income	\$1,000	\$1,050	\$1,100
Health Care Expenditure	\$100	\$110	\$120
Life Expectancy	70.0	70.5	71.0
Infant Mortality Rate	20.0	19.0	18.0
Adult Literacy Rate	80.0%	81.0%	82.0%
Urbanization	75.0%	76.0%	77.0%
Government Expenditure	\$500	\$550	\$600
Foreign Aid	\$200	\$210	\$220

Attachment C--Details of Sales (continued)

Curbside

Material	T/Y	\$/T	\$/Y
Aluminum Cans	12	540	6,480
Newspaper	1,500 1875	30	56,250
Mixed Glass	900	35	31,500
Encore Wine Bottles	135	100	13,500
Deposit Bottles	2.5	400	1,000
Tin	75	0	0
Total	2,624.5 3000	41 36	108,730

Salvage

Material	T/Y	\$/T	\$/Y
Ferrous	400	37	14,800
Non-ferrous	23	450	10,350
Fibers	5	320	1,600
Household/Building	730	100	73,000
Total	1,158	86	99,750

June 7, 1983

The Berkeley Recycling Group
669 Gilman Street
Berkeley, California 94710

Attention: Mr. James Liljenwall

Gentlemen:

We have made arrangements to review the two bids for the City of Berkeley's Salvage and Recycling Operation Request for Proposals on Monday, June 13, 1983 at 7:30 p.m. at the North Berkeley Senior Center, 1901 Hearst Street, Berkeley (Health Room).

Your proposal is scheduled for discussion with the Evaluation Recycling Subcommittee at 8:30 p.m. Please be prepared to discuss and/or review your proposal in detail. In addition, the initial negotiations on specific parts of your proposal may also be discussed. Of course all of the discussions and negotiations will be handled with the utmost confidentiality.

Thank you.

Very truly yours,

EDWARD T. MARSHALL
Assistant City Manager for Public Works

CAL/jr

cc: Roger Glassey, Berkeley Solid Waste Management Commission
Leslie Fox, " " " " "
Beth Schickels, " " " " "



City of Berkeley

(415) 844-0818

94704

Director, Community Development

Department of Public Works

2700 Milpitas Street, 4th Floor

June 17, 1993

Re: Request for Proposals

for the construction of

the new City of Berkeley

Administration Center

and the new City of Berkeley

Library. The project is located on the corner of

Shattuck Avenue and University Avenue, between

the existing City of Berkeley Administration Center

and the existing City of Berkeley Library.

The project is located on the corner of

Shattuck Avenue and University Avenue, between

the existing City of Berkeley Administration Center

and the existing City of Berkeley Library.

Very truly yours,

Charles A. Lamm

Mayor, City of Berkeley

cc:

City of Berkeley, Department of Public Works

City of Berkeley, Department of Community Development

City of Berkeley, Department of Finance

CITY OF BERKELEY



Department of Public Works
2180 Milvia Street, 4th Floor

(415) 644-6523
Berkeley, California 94704

June 17, 1983

Berkeley Recycling Group
669 Gilman Street
Berkeley, California 94710

Attention: Mr. James Liljenwall

Dear Mr. Liljenwall:

As discussed in our meeting on Monday night, June 13, please provide the revisions of your proposals to us by Wednesday June 22, 1983.

We appreciate your candor and openness in discussing your proposals. The subcommittee for evaluation feels that the revised formats requested will substantially improve both the quality of our review and quite possibly the proposals themselves.

Thank you for your cooperation. I shall notify you soon after receipt of your revisions on our next scheduled meeting.

Very truly yours,

CHARLES A. LACHMAN
Acting Assistant Director of Public Works

CAL/jr

cc: R. Glassey, Berkeley Solid Waste Management Commission
B. Schickele, " " " " "
L. Fox, " " " " "

The first meeting was
held on the 1st of
October, 1911.

It was held

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The first meeting was held on the 1st of October, 1911, at the of the of the of the of the of the

Respectfully,

Yours faithfully,
John J. [Name]
[Address]

The Berkeley Recycling Group
669 Gilman Street
Berkeley, CA 94710

22 June 1983

Mr. Charles A. Lachman
Acting Assistant Director of Public Works
City of Berkeley
2180 Milvia--4th Floor
Berkeley, CA 94704

Dear Mr. Lachman:

In reponse to questions raised during the June 13 discussion with City staff and the Solid Waste Management Commission subcommittee, BRG offers the following material for consideration.

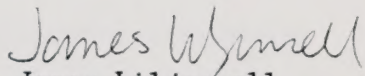
1. Attachment A explains the basis of BRG's financial proposal in relation to goals and policies established by the City and the Commission and discusses the direct and indirect costs and savings associated with recycling and landfilling.

2. Attachment B sets forth BRG's plans and goals for the next five years and supplements the first year budget contained in the proposal with projections showing the budgetary effects of recycling increased tonnages.

3. Attachment C suggests possible modifications to BRG's financial proposal, placing upper limits on variable disposal fees during any one year, in order to allow the City to make firm budgetary plans, and specifying a procedure for setting annual goals and fees in the light of contractor performance, market conditions, and City plans.

BRG hopes this material will help the City in its evaluation, and we look forward to discussing these and other points further. Meanwhile, if you have any questions, please call me, at 845-1667. Thank you.

Sincerely,


James Liljenwall
Contract Coordinator

Financial Arrangements

The basis for BRG's proposed financial arrangements with the City is a set of policies recently adopted by the Solid Waste Management Commission. The first of these policies was set forth in the Commission's February 22, 1983, recommendation to the City Council that "the total Solid Waste Management system of the City, including administration and recycling, be self-sufficient on the basis of revenues and users fees."

A second, more specific series of policies was unanimously approved by the Commission at its March 7, 1983, meeting. The relevant recommendations are numbers 1, 2, and 5:

"1. Collection fees should cover the cost of services to householders, including the cost of collection, disposal of mixed waste, and cost of pickup of household recyclables."

"2. Transfer station tipping fees should cover the cost of all operations at Second and Gilman, including the buyback and salvage operations."

"5. The collection and fee structure should provide incentives for recycling."

Embodied in these policies is clear recognition on the part of the Commission that recycling is a desirable form of waste disposal and that it should be financed as such. At the very least, this means that the City and its rate payers should be willing--if necessary--to pay disposal fees for recycling just as they now pay disposal fees for landfilling.

Disposal fees for recycling will be necessary if the City is to approach its 50% recycling goal. There is certainly a fraction of the waste stream, including such materials as aluminum and the higher grades of paper, which is very profitable. BRG could propose an operation to recycle primarily these

kinds of materials, make money running it, and give the City a share of the profits. But such a program would do little to help the City reach its recycling goals, first because the high-value, profitable materials are a relatively small fraction of the waste stream, and second because many private enterprises already make strong efforts to get these materials. BRG believes there is no point in using the City's property and State-funded equipment to compete with private businesses for a portion of the waste stream that is already being recycled.

In order to reach the 50% recycling goal, more and more of the low-value materials like mixed paper and wood waste that make up a large fraction of the waste stream will have to be recycled. These low-value materials cannot support the cost of their disposal through revenues on sales alone. Therefore, to the extent these materials are recycled, the economics of recycling will come to resemble the economics of such conventional waste disposal methods as landfilling, whose costs are recovered through user fees. So long as these costs and fees are reasonable in relation to benefits, the fees will be in complete accord with the City's solid waste management goals.

This does not mean that the City's recycling programs should collect disposal fees directly from users, since this would make disposers less likely to choose the recycling option, as the City's current landfill survey has shown. Instead, as recommendations 1 and 2 above state explicitly, curbside program fees should be collected through refuse collection fees, and fees for the salvage, drop-off, and buy-back programs should be collected at the transfer station fee gate.

In view of these policies and recommendations, BRG believes that its proposed financial arrangements with the City—including possible changes suggested in Attachment C—are in full accord with the plans and goals of the City.

Direct Costs and Savings of the BRG Proposal

Considerable confusion seems to revolve around the costs and savings of recycling and landfilling. It was suggested at the June 13 meeting, for example, that under the BRG proposal the City would "lose" \$30 for every ton recycled by the salvage, drop-off, and buy-back operations. The reasoning was that, for every ton of materials diverted from the transfer station fee gate to the recycling areas, the City would lose \$25 in tipping fees and pay BRG \$15; but the tonnage-variable fee in the City's contract with BFI is only \$10; so the net cost to the City would be $\$25 + \$15 - \$10 = \30 .

BRG disagrees with this analysis. First, it is wrong to assume that all material handled by the buy-back, drop-off, and salvage programs will be diverted from the transfer station. A substantial portion will be diverted from the packer truck system, whose disposal costs average close to \$100 per ton. Second, the ten dollar figure is too low; the variable fee in the BFI contract is about \$13 per ton, and the so-called "fixed" fee varies too, although by small amounts in large steps.

But, most important, the analysis ignores the fact that in the long run the City's refuse collection and disposal fund never makes or loses anything on its operations, since it charges user fees just sufficient to cover expenses. In the present instance, the City intends to charge tipping fees at the transfer station high enough to cover disposal costs for the whole Second and Gilman site, including recycling. In fact, one of the reasons for charging a tipping fee of \$25 per ton (instead of the \$20 that BFI will charge the City) is to generate funds to pay for the costs of recycling. Does it then make sense to use the \$25 figure as an argument against paying disposal fees to the recycling programs?

Those who ultimately pay all the costs of refuse collection and disposal are the rate payers, and the only reasonable basis for comparing disposal costs

is the net cost per ton they pay. On this basis, under the BRG proposal, recycling will be cheaper than landfilling, since disposal will cost \$15 instead of \$20 for material delivered to Second and Gilman and \$25 instead of \$100 for material collected at the home.

Indirect Costs and Savings

Indirect costs and indirect savings are very difficult to estimate, but they are quite real. On the one hand, landfilling creates indirect costs through its harmful environmental effects. On the other, recycling creates indirect savings to society by reducing the need for energy, raw materials, processing, and manufacture.

BRG will not try to estimate the indirect costs of landfilling, and it can only indicate the wide range of savings attributable to recycling. These savings are produced by the difference in cost between new goods or materials and recycled goods or materials, and they differ radically according to the kinds of goods or materials. With mixed paper, for example, the difference in cost between new and recycled might be on the order of \$1 per ton. For plumbing fixtures, the difference between new and salvaged might be on the order of \$1000 per ton. For most materials, the difference would be somewhere in between. The average for all goods and materials would certainly be much closer to \$1 than to \$1,000, but in the absence of careful studies BRG cannot estimate how close.

ATTACHMENT B--PLANS AND PROJECTIONS FOR EXPANDED RECYCLING

Under the City's solid waste management plans and goals, the purpose of the Second and Gilman salvage and recycling center is to reduce the quantity of goods and materials landfilled. If the City's 50% recycling goal is to be approached, this reduction must be substantial. For this reduction to be substantial, programs at the center must (a) attract large numbers of residents and businesses who are not already using such conventional recycling operations as paper brokers and industry-operated aluminum can redemption centers and (b) recycle increasingly greater portions of those goods and materials that make up the larger fractions of the waste stream.

In BRG's judgment, the primary opportunities for increasing the diversion rate at Second and Gilman over the next five years are (a) a broad expansion of current programs and (b) the targeting of such low-value materials as mixed paper and chippable wood waste. Both parts of this plan are important, but the second part is crucial, since mixed paper in particular makes up a very large portion of the waste stream.

Some of this growth will take place naturally, as the programs become better known and the transfer station begins operation. Some will be a function of outreach and publicity programs, such as satellite collection areas for the buy-back. But much of the growth will depend on actions to be taken by the City--for example, on policies to be established regarding expansion of the curbside program, or on programs to encourage households to recycle mixed paper.

Projections of Revenues and Expenses at Increased Tonnages

The series of tables on the following pages shows the budgetary effects of expanding the curbside, buy-back, drop-off, and salvage programs to reach the

total BRG short-term goal of 2,400 tons per month. Revenues from variable disposal fees have been omitted because the purpose of these projections is to estimate the magnitude of the fees that would be required at various tonnages.

Table 1 is a summary of revenue and expense estimates presented in Tables 2, 3, 4, and 5. It shows that economies of scale will be created by increasing tonnages, so disposal costs will tend to fall as operations expand. But it also shows that these savings will be partially offset by decreasing revenues per ton as the proportion of low-value materials increases. Likewise, the economics of the mixed paper and chippable wood products programs will be determined from the beginning by relatively low market values. The effect of these factors is that there is unlikely to be a "break-even point"—in the sense of a level of operations at which Second and Gilman recyclers would be able to dispose of 10, 20, or 30 percent of the City's waste at no cost to the rate payers. Such a break-even point would lie in the direction of lower tonnages, in an operation concentrating on small fractions with high market values.

But the tables show that Second and Gilman recycling operations under the BRG proposal will indeed "break even" in the same sense that BFI's transfer station operations will—through the payment of reasonable disposal fees. Moreover, these disposal fees will begin at lower levels than those to be paid for landfilling and—according to the projections—will become even lower as the tonnages recycled rise. For the combined buy-back, drop-off, and salvage programs, Table 1 estimates that the difference between revenues and expenses might fall from \$14 to \$5 per ton as tonnages increase from 700 to 2400 per month. Rough projections at levels beyond 2400 tons per month indicate that the difference would remain at about the \$5 level.

It is important to remember that these projections—although they represent BRG's best estimates—rest on numerous assumptions and are very uncertain. They do indicate, however, that investment in recycling as a form of waste disposal is economically sound.

Assumptions Used in Preparing Projections

Operations

1. The curbside program will undergo a steady increase over the next five years--from 250 to 750 tons per month. Material mix will remain much the same as it is now.

2. The buy-back program will undergo a steady increase over the next five years--from 250 to 700 tons per month. Aluminum tonnages will grow at a much slower rate than other materials.

3. The salvage program will undergo a steady increase over the next five years--from 100 to 300 tons per month. Wood waste handled will grow from zero to 100 tons per month.

4. The drop-off program will undergo a rapid increase over the next five years--from 75 to 700 tons per month. Most of the increase will take place in mixed paper, which will grow from 50 to 450 tons per month. The large increase will be possible because mixed paper represents a large fraction of the waste stream, but it will require strong efforts by both the City and BRG, diverting materials from both the transfer station and the packer trucks.

Expenses

1. Curbside expenses will increase in direct proportion to tonnages recycled.

2. Buy-back expenses will rise at a considerably slower rate than tonnages. The expense figures used in the tables are based on a line-by-line analysis of the buy-back budget.

3. Drop-off expenses will be limited to the cost of maintaining the drop-off area and processing materials. Additional expenses, such as the costs of publicity or financial incentives to residents to divert material from packer trucks, are not included.

4. Salvage expenses will rise at a considerably slower rate than tonnages. Wood processing expenses include only the basic costs of collecting the material and transporting it to the compost site for chipping.

Revenues

1. Market prices will remain at their current levels. This is an unlikely assumption--but the only one possible.

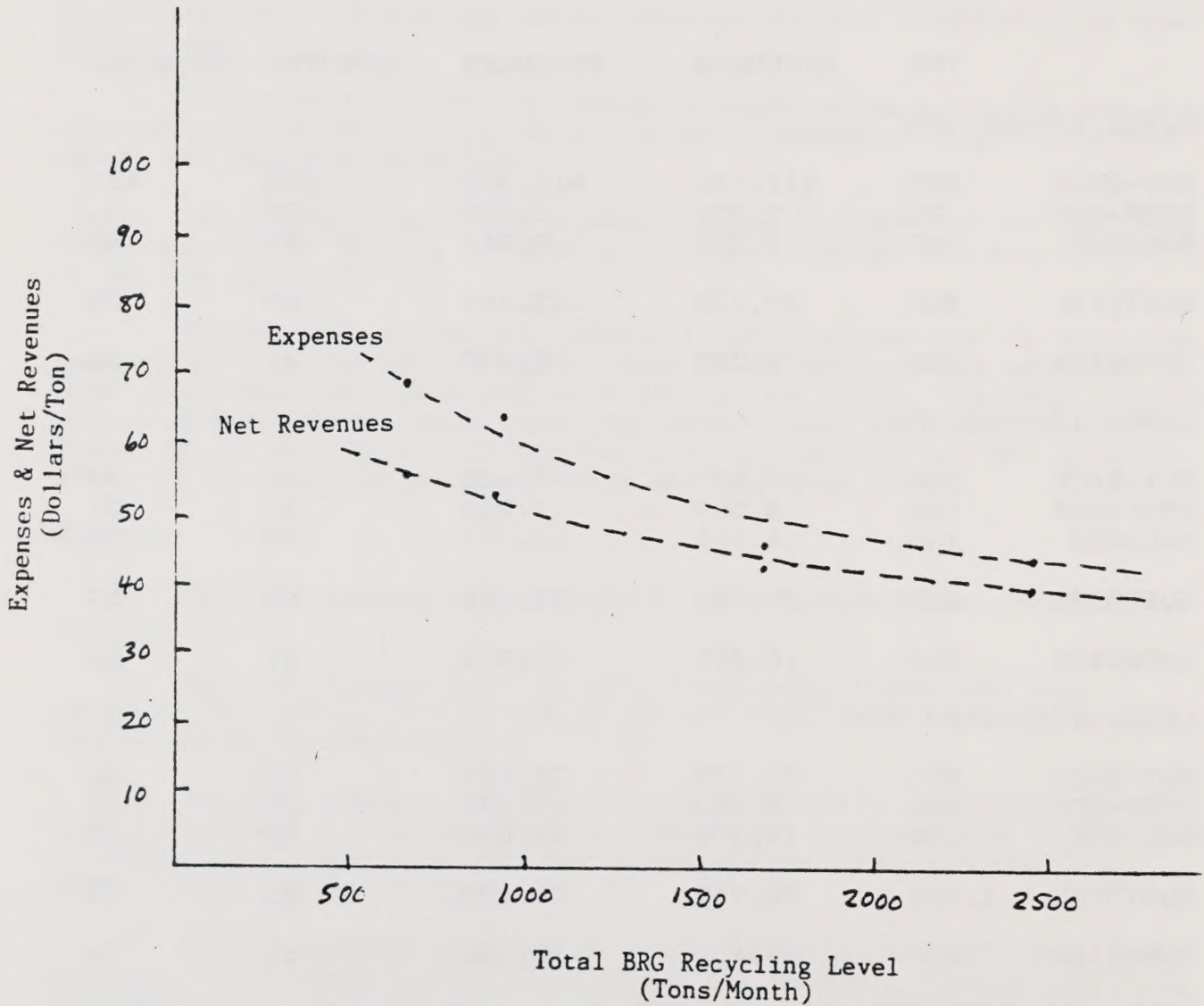
TABLE 1

EXPENSES AND NET REVENUES AS FUNCTIONS OF TONNAGES
EXCLUDING REVENUES FROM DISPOSAL FEES

	TPM	EXPENSES	REVENUES	EXPS/TON	REVS/TON
LEVEL I--670 TPM					
BUY-BACK	245	\$17,146	\$12,473	\$70	\$51
DROP-OFF	75	2,270	2,357	30	31
SALVAGE	100	9,733	8,314	97	83
SUBTOTAL	420	29,153	23,144	69	55
CURBSIDE	250	15,225	9,077	61	36
LEVEL II--915 TPM					
BUY-BACK	300	20,580	14,662	68	49
DROP-OFF	150	4,510	4,715	30	31
SALVAGE	165	14,100	12,797	85	78
SUBTOTAL	615	39,190	32,174	64	52
CURBSIDE	300	18,270	10,893	61	36
LEVEL III--1680 TPM					
BUY-BACK	500	24,799	21,204	50	42
DROP-OFF	450	9,850	14,146	22	31
SALVAGE	230	18,300	14,848	80	65
SUBTOTAL	1,180	52,949	50,198	45	43
CURBSIDE	500	30,450	18,155	61	36
LEVEL IV--2450 TPM					
BUY-BACK	700	37,333	27,621	53	39
DROP-OFF	700	14,290	22,005	20	31
SALVAGE	300	21,722	17,238	72	57
TOTAL	1,700	73,345	66,864	43	39
CURBSIDE	750	45,675	27,232	61	36

CHART 1

COMBINED EXPENSES AND NET REVENUES AS FUNCTIONS OF TONNAGES
FOR BUY-BACK, DROP-OFF, & SALVAGE PROGRAMS



CURBSIDE AT 250 TPM

	FRACTION OF TOTAL	TOTAL TONS	NET REV PER TON	NET REVENUE	EXPENSE
ALUMINUM CANS	.004	1	540	540	
NEWSPAPER	.625	156.25	30	4687.5	
MIXED GLASS	.3	75	35	2625	
ENCORE	.045	11.25	100	1125	
DEPOSIT BOTTLES	.001	.25	400	100	
TIN	.025	6.25	0	0	
TOTAL:	1	250	36.31	9077.5	15225
EXPENSE PER TON:			60.9		

CURBSIDE AT 300 TPM

	FRACTION OF TOTAL	TOTAL TONS	NET REV PER TON	NET REVENUE	EXPENSE
ALUMINUM CANS	.004	1.2	540	648	
NEWSPAPER	.625	187.5	30	5625	
MIXED GLASS	.3	90	35	3150	
ENCORE	.045	13.5	100	1350	
DEPOSIT BOTTLES	.001	.3	400	120	
TIN	.025	7.5	0	0	
TOTAL:	1	300	36.31	10893	18270
EXPENSE PER TON:			60.9		

CURBSIDE AT 500 TPM

	FRACTION OF TOTAL	TOTAL TONS	NET REV PER TON	NET REVENUE	EXPENSE
ALUMINUM CANS	.004	2	540	1080	
NEWSPAPER	.625	312.5	30	9375	
MIXED GLASS	.3	150	35	5250	
ENCORE	.045	22.5	100	2250	
DEPOSIT BOTTLES	.001	.5	400	200	
TIN	.025	12.5	0	0	
TOTAL:	1	500	36.31	18155	30450
EXPENSE PER TON:			60.9		

CURBSIDE AT 750 TPM

	FRACTION OF TOTAL	TOTAL TONS	NET REV PER TON	NET REVENUE	EXPENSE
ALUMINUM CANS	.004	3	540	1620	
NEWSPAPER	.625	468.75	30	14062.5	
MIXED GLASS	.3	225	35	7875	
ENCORE	.045	33.75	100	3375	
DEPOSIT BOTTLES	.001	.75	400	300	
TIN	.025	18.75	0	0	
TOTAL:	1	750	36.31	27232.5	45675
EXPENSE PER TON:			60.9		

TABLE 3

BUYBACK AT 250 TPM

	FRACTION OF TOTAL	TOTAL TONS	NET REV. PER TON	NET REVENUE	EXPENSE
ALUMINUM CANS	.127	31	180	5580	
SCRAP ALUMINUM	.012	3	200	600	
CONT. ALUMINUM	.006	1.5	160	240	
ALUMINUM FOIL	.006	1.5	100	150	
NEWSPAPER	.612	150	30	4500	
CORRUGATED	.069	17	25	425	
SEPARATED GLASS	.135	33	26	858	
MIXED GLASS	.033	8	15	120	
TOTAL:	1	245	50.91	12473	17,146
		EXPENSE PER TON:	69.98		

BUYBACK AT 300 TPM

	FRACTION OF TOTAL	TOTAL TONS	NET REV. PER TON	NET REVENUE	EXPENSE
ALUMINUM CANS	.114	34.2	180	6156	
SCRAP ALUMINUM	.012	3.6	200	720	
CONT. ALUMINUM	.006	1.8	160	288	
ALUMINUM FOIL	.006	1.8	100	180	
NEWSPAPER	.611	183.3	30	5499	
CORRUGATED	.087	26.1	25	652.5	
SEPARATED GLASS	.13	39	26	1014	
MIXED GLASS	.034	10.2	15	153	
TOTAL:	1	300	48.875	14662.5	20580
		EXPENSE PER TON:	68.6		

BUYBACK AT 500 TPM

	FRACTION OF TOTAL	TOTAL TONS	NET REV. PER TON	NET REVENUE	EXPENSE
ALUMINUM CANS	.072	36	180	6480	
SCRAP ALUMINUM	.012	6	200	1200	
CONT. ALUMINUM	.006	3	160	480	
ALUMINUM FOIL	.006	3	100	300	
NEWSPAPER	.611	305.5	30	9165	
CORRUGATED	.087	43.5	25	1087.5	
SEPARATED GLASS	.172	86	26	2236	
MIXED GLASS	.034	17	15	255	
TOTAL:	1	500	42.407	21203.5	24799
		EXPENSE PER TON:	49.598		

BUYBACK AT 700 TFM

	FRACTION OF TOTAL	TOTAL TONS	NET REV. PER TON	NET REVENUE	EXPENSE
ALUMINUM CANS	.053	37.1	180	6678	
SCRAP ALUMINUM	.012	8.4	200	1680	
CONT. ALUMINUM	.006	4.2	160	672	
ALUMINUM FOIL	.006	4.2	100	420	
NEWSPAPER	.611	427.7	30	12831	
CORRUGATED	.109	76.3	25	1907.5	
SEPARATED GLASS	.169	118.3	26	3075.8	
MIXED GLASS	.034	23.8	15	357	
TOTAL:	1	700	39.459	27621.3	37333
EXPENSE PER TON:			53.332		

TABLE 4

DROP-OFF AT 75 TPM

	FRACTION OF TOTAL	TOTAL TONS	NET VALUE PER TON	NET REVENUE	EXPENSE
NEWSPAPER	.19	14.25	55	783.75	
MIXED PAPER	.58	43.5	17	739.5	
CORRUGATED	.038	2.85	50	142.5	
SEPARATED GLASS	.076	5.7	50	285	
MIXED GLASS	.095	7.125	35	249.375	
ENCORE	.021	1.575	100	157.5	
TOTAL:	1	75	31.435	2357.625	2270
EXPENSE PER TON:			30.27		

DROP-OFF AT 150 TPM

	FRACTION OF TOTAL	TOTAL TONS	NET VALUE PER TON	NET REVENUE	EXPENSE
NEWSPAPER	.19	28.5	55	1567.5	
MIXED PAPER	.58	87	17	1479	
CORRUGATED	.038	5.7	50	285	
SEPARATED GLASS	.076	11.4	50	570	
MIXED GLASS	.095	14.25	35	498.75	
ENCORE	.021	3.15	100	315	
TOTAL:	1	150	31.435	4715.25	4510
EXPENSE PER TON:			30.066		

DROP-OFF AT 450 TPM

	FRACTION OF TOTAL	TOTAL TONS	NET VALUE PER TON	NET REVENUE	EXPENSE
NEWSPAPER	.19	85.5	55	4702.5	
MIXED PAPER	.58	261	17	4437	
CORRUGATED	.038	17.1	50	855	
SEPARATED GLASS	.076	34.2	50	1710	
MIXED GLASS	.095	42.75	35	1496.25	
ENCORE	.021	9.45	100	945	
TOTAL:	1	450	31.435	14145.75	9850
EXPENSE PER TON:			21.888		

DROP-OFF AT 700 TPM

	FRACTION OF TOTAL	TOTAL TONS	NET VALUE PER TON	NET REVENUE	EXPENSE
NEWSPAPER	.19	133	55	7315	
MIXED PAPER	.58	406	17	6902	
CORRUGATED	.038	26.6	50	1330	
SEPARATED GLASS	.076	53.2	50	2660	
MIXED GLASS	.095	66.5	35	2327.5	
ENCORE	.021	14.7	100	1470	
TOTAL:	1	700	31.435	22004.5	14290
EXPENSE PER TON:			20.414		

SALVAGE AT 100 TPM

	PERCENT OF TOTAL	TOTAL TONS	NET REV PER TON	NET REVENUE	EXPENSE
FERROUS	.376	37.6	37	1391.2	
NON-FERROUS	.017	1.7	450	765	
FIBERS	.004	.4	320	128	
HOUSEHOLD/BLDG.	.603	60.3	100	6030	
WOOD WASTE	0	0	0	0	
TOTAL:	1	100	83.142	8314.2	9733
EXPENSE PER TON:			97.33		

SALVAGE AT 165 TPM

	PERCENT OF TOTAL	TOTAL TONS	NET REV PER TON	NET REVENUE	EXPENSE
FERROUS	.285	47.025	37	1739.925	
NON-FERROUS	.017	2.805	450	1262.25	
FIBERS	.003	.495	320	158.4	
HOUSEHOLD/BLDG.	.584	96.36	100	9636	
WOOD WASTE	.111	18.315	0	0	
TOTAL:	1	165	77.555	12796.58	14100
EXPENSE PER TON:			85.454		

SALVAGE AT 230 TPM

	PERCENT OF TOTAL	TOTAL TONS	NET REV PER TON	NET REVENUE	EXPENSE
FERROUS	.258	59.34	37	2195.58	
NON-FERROUS	.015	3.45	450	1552.5	
FIBERS	.003	.69	320	220.8	
HOUSEHOLD/BLDG.	.473	108.79	100	10879	
WOOD WASTE	.251	57.73	0	0	
TOTAL:	1	230	64.556	14847.88	18300
EXPENSE PER TON:			79.565		

SALVAGE AT 300 TFM

	PERCENT OF TOTAL	TOTAL TONS	NET REV PER TON	NET REVENUE	EXPENSE
FERROUS	.227	68.1	37	2519.7	
NON-FERROUS	.0134	4.02	450	1809	
FIBERS	.0026	.78	320	249.6	
HOUSEHOLD/BLDG.	.422	126.6	100	12660	
WOOD WASTE	.335	100.5	0	0	
TOTAL:	1	300	57.461	17238.3	21722
EXPENSE PER TON:			72.41		

ATTACHMENT C--POSSIBLE CHANGES IN FINANCIAL PROPOSAL

BRG suggests the following possible changes to its proposed financial arrangement with the City. Sections 6 and 7 could be revised to read:

6. During the first year of the contract, the City will pay BRG a variable disposal fee of \$15.00 per ton for buy-back, drop-off, and salvage operations, with total payments under this provision not to exceed \$81,000.00.

7. During the first year of the contract, the City will pay BRG a variable disposal fee of \$25.00 per ton for curbside operations, with total payments under this provision not to exceed \$75,000.00.

Then, instead of attempting to establish a schedule specifying these fees for future years, the annual renegotiation requirement in the request for proposals could be used. A new section could be added to read:

8. During the fourth quarter of each year of the contract, the City, through its recycling coordinator, and BRG, through its contract coordinator, will conduct a review of contractor performance, market conditions, and City plans in order to establish mutually acceptable goals for the following year's operations and develop separate estimates for tonnages to be recycled by (a) the buy-back, drop-off, and salvage operations and (b) the curbside operation. These estimates will be used to develop recommendations for new limits for the variable disposal fees of sections 6 and 7.

Both the City and BRG would also engage in a continuous process of long-term planning. The annual reviews would be made in the context of these long-term plans.

AFFIRMATIVE ACTION INFORMATION FORM

To assist the City of Berkeley in implementing its Affirmative Action Policy, it is requested that you furnish information regarding your personnel as requested below and mail to the City of Berkeley, Purchasing Division, P. O. Box 700, Berkeley, CA 94704

ORGANIZATION: Berkeley Recycling Group

DATE OF SURVEY: 6-22-83

ADDRESS: 669 Gilman St.

COMPLETED BY: James Liljenwall

SPECIFICATION NO.: RFP for Salvage & Recycling Operations

Occupational Category
(see reverse side for
explanation of terms)

	TOTAL EMPLOYEES		WHITE		BLACK		ASIAN		SPANISH SURNAME		OTHER (specify)	
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officials/Administrators	1	3	1	3								
Professionals		1		1								
Technicians												
Protective Service Workers												
Para-professionals												
Office/Clerical		1		1								
Skilled Craft Workers	11	5	7	3	1	2			3			
Service/Maintenance	1				1							
Other (specify)												
TOTALS	13	10	8	8	2	2			3			

Is the controlling interest in your company held by a minority person or persons? Yes _____ No _____ N/A

If the answer is yes, please specify, Male _____ Female _____, and indicate ethnic identification in accordance with the above breakdown.

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